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VOL. XXXV., No. 35.

**The Solicitors' Journal and Reporter.**

LONDON, JUNE 27, 1891.

**CURRENT TOPICS.**

MR. JUSTICE VAUGHAN WILLIAMS, who on Tuesday last went on circuit, left eighteen of the Chancery actions which have been transferred to him for trial undisposed of. His lordship expects to resume the hearing of these cases on or about the 26th of July.

COURT OF APPEAL No. 2 will continue next week the hearing of Queen's Bench final appeals, after which it will be matter for consideration whether they will resume the hearing of Chancery appeals, of which there are about thirty in the list, or continue the Queen's Bench final appeals, of which there are upwards of fifty remaining; there being at the same time twenty-six new trial cases, the hearing of which will be continued before Court of Appeal No. 1.

A TRANSFER, dated the 22nd inst., of 120 actions to Mr. Justice ROMER, for the purposes only of trial or hearing, will be found in another column. Of these actions 40 are taken from the list of Mr. Justice CHITTY, 20 from that of Mr. Justice NORTH, 30 from that of Mr. Justice STIRLING, and 30 from that of Mr. Justice KEKEWICH. A list is also added of the same cases in the order in which they are set down to be heard, and it is important that the parties to these transferred actions should be prepared for their being in the daily paper on the 29th inst.

REFERRING to the case of *Re Palmer, Palmer v. Hardwick* (ante, p. 522), we are informed that the members of Court of Appeal No. 2 have sent a communication to the Chancery registrars with reference to the drawing up of orders made by the official referees in actions proceeding in the Chancery Division. In consequence of the opinion expressed in this communication, the Chancery registrars will draw up such orders as the official referees may desire to have drawn up, and will treat them as being made under the powers conferred by R. S. C., ord. 36, r. 50.

THERE MAY BE sorrow among the chancery leaders at the conversion, which is stated to be intended, of the old hall at Lincoln's-inn into a permanent abode for Appeal Court No. 2; and the public frequenting New-square may be incommoded by figures in silk hurrying from the Royal Courts to the non-royal court, but most of the persons who have to use the old hall will rejoice in the change. It is odd, to say the least, that a room which was not built for a court, and was constructed long before the modern notions of ventilation and lighting were conceived, should be more

convenient and comfortable than any court in the Royal Courts. The benchers of Lincoln's-inn will now regret that the Vice-Chancellor's sheds were pulled down: it seems likely that if the Chancery Appeal Court is permanently moved to the old hall, they will sooner or later have to be rebuilt. In the meantime, could not one or two learned judges of the Chancery Division be accommodated in the vestries which Lord GRIMTHORPE added to the chapel?

THE OTHER DAY a learned Lord Justice was heard to object to counsel reading a judgment, as reported by a contemporary, against the report of the "authorized" *Law Reports*. The counsel evaded the objection by answering that he was not reading the judgment as reported against, but merely as supplementary to, the *Law Reports*, seeing that it was more fully reported. The incident raises the important question whether judges can refuse to listen to a report if it differs from the report given by the *Law Reports*. So far as we are aware, law reporting is still conducted by private enterprise, and is not subject to State control, and we have always understood that any report which purported to be a full report of the case was admissible in our law courts, and we are not aware that the *Law Reports* hold a monopoly or are necessarily the authorized version of what was said in the course of a case, or in the judgment. It may, indeed, be thought that it is perhaps the competition of other existing reports which prevents the *Law Reports* from falling below a certain standard of efficiency.

FROM THE LIST we publish elsewhere of the attendances of members of the Council of the Incorporated Law Society, it will be seen that the treasurer, Mr. PENNINGTON, has this year exceeded even his invariably high average. In 1889 he had an aggregate of 178 attendances, and in 1890 an aggregate of 166 attendances; but this year he heads the list with thirty-seven attendances at meetings of the council, and no fewer than 152 attendances at committees—an aggregate of 189 attendances. The president is not far behind, with an aggregate of 181 attendances. We observe, with pleasure, that while last year there were only three members of the council, including the president, with an aggregate of three figures of attendances, there are this year no fewer than seven, Mr. LAKE reaching 147 aggregate attendances, Mr. WALTERS 131, Mr. HUNTER 114, Mr. ROSCOE 108, and Mr. GODDEN 104. It is not difficult to see from a glance at the list of attendances on whose shoulders the burden of the business of the society falls. But the point which causes us the greatest surprise is that there should have been during the last year so many as 152 meetings of committees. What on earth can they have been about? So far as outer knowledge goes, there has been no great evidence of strenuous activity in matters affecting the profession at large. No doubt, however, we ought to remember that the entertainment in honour of Lord HALSBURY entailed much anxious deliberation and preparation.

WE REFERRED (*ante*, p. 476) to the doubts which have grown up with regard to the operation of the statutory maintenance clause, and to the inclination of many leading conveyancers to the opinion that, owing to the grounds of the decision of Mr. Justice NORTH in *Re Jeffery, Burt v. Arnold* (39 W. R. 234; 1891, 1 Ch. 671), maintenance and accumulation clauses should be inserted in all cases; and we referred to *Furneaux v. Rucker* (as reported in W. N., 1879, p. 135) as apparently shewing that this opinion was correct. We are enabled to print this week an article on the subject, which shews, from an examination of the orders and pleadings, that the report of *Furneaux v. Rucker*, on which Mr. Justice NORTH relied in *Re Jeffery*, omits a most material fact—viz., that the bequest there referred to was a contingent specific bequest of leaseholds, which does not carry the intermediate profits (*Guthrie v. Walrond*, 22 Ch. D. 573, 578). In concluding his judgment in *Re Jeffery* Mr. Justice NORTH said that he should be very glad to decide the other way if he could. Our esteemed contributor, besides shewing that *Furneaux v. Rucker* is inapplicable, supplies

reasons which possibly may enable the learned judge on a future occasion to effectuate his desire.

WE NOTE that the Registration of Firms Bill, against the policy of which we directed some general remarks (*ante*, p. 272), has been dropped. The Bill proposed to enforce the compulsory registration of (a) "every firm carrying on business . . . under a firm-name which does not consist of the full or the usual names of all the partners or all the acting partners without any addition" and (b) "every person carrying on business . . . under any firm-name consisting of or containing any name or addition other than the full or the usual name of that person." So very few businesses comply with these conditions that the measure may be regarded as involving the compulsory registration of nearly all partnership firms, and a large number of businesses which are carried on by one person alone. For example, all businesses using the addition "& Co." would have to be registered. Moreover, the business name is generally an important part of the business connection or goodwill, and solicitors and others would have been placed in the dilemma of having to elect between the sacrifice of their business name and the adoption of the vexatious regulations of this measure. On the whole, it is matter for congratulation that the measure has for the present been abandoned.

EVERYONE WILL be glad to know that Lord HERSCHELL has offered to attempt a consolidation of the Bills of Sale Acts—or, rather, to attempt to put their provisions into a more intelligible and satisfactory form. The only thing he asks is that he shall have the assistance of the Lord Chancellor. The task is no light one, and it will require exceptional care, as well as the ability which will thus be bestowed upon it, to perform it with success. The litigation to which the present Acts have led is enormous, and they have repeatedly been the subject of adverse criticism from the bench. To take a case almost at random, we may refer to the utterances of the House of Lords in *Thomas v. Kelly* (37 W. R. 353, 13 App. Cas. 506), where the point in dispute was the much-discussed requirement of section 9 of the Act of 1882, that a bill of sale is void unless made in accordance with the form in the schedule. Lord HALSBURY, C., could not say that any construction of "this obscure statute" was completely satisfactory; and Lord MACNAGHTEN remarked that to say that it was well drawn, or that its meaning was reasonably clear, would be to affirm a proposition to which he thought few lawyers would subscribe. For his own part, the more he studied the Act the more convinced he was that it was beset with difficulties which could only be removed by legislation. But the account given of it by Lord FITZGERALD does not augur well for future efforts. "The Bill which eventuated in the Act of 1882 received the most critical consideration from the most capable men of the day, both in 1881 in the House of Commons, and in 1882 in Select Committees of both Houses of Parliament, aided by the answers to a circular sent to judges and registrars as to the operation of and defects, if any, in the Bill of 1878. It was apparently intended to put an end to the almost interminable legal controversies which had arisen on the previous Acts. My lords, the Act of 1882 has not had, in the latter respect, the effect which the Legislature intended." Certainly it has not; but past failure, though it enjoins caution, is no reason for not making fresh efforts, and we heartily wish Lord HERSCHELL success.

IT SEEMS PROBABLE that the London County Council somewhat overstepped their jurisdiction in interfering with the performance of the Masque of Flowers at the Inner Temple Hall. The question seems to be whether the hall was a theatre so as to be within the jurisdiction of the Lord Chamberlain under section 3 of 6 & 7 Vict. c. 68, the statute which regulates the public performance of stage plays. By section 2 houses for this purpose are to be kept only under the authority of letters patents from the Crown, or by licence from the Lord Chamberlain or the justices. The powers of the justices were transferred to the county councils by section 7 of the Local Government Act, 1888. The patent theatres are not now numerous. Covent Garden is one,



and they exist at Liverpool, Bristol, and Bath. But the Lord Chamberlain's jurisdiction is considerable, and by section 3 of 6 & 7 Vict. c. 68 it extends to the greater part of the metropolis. In particular it includes the area of the parliamentary borough of the City of London as it existed in 1843, and by 2 & 3 Will. 4, c. 61, Schedule O, Division 23, this was expressly defined as including the Inner Temple and the Middle Temple. Section 5 provides for the issue of licences by the justices in places beyond the limits of the authority of the Lord Chamberlain. This would seem to imply that within the metropolis, as defined in the Act, they have no jurisdiction whatever, and there could hardly be any question on the matter but for the difference in the language of sections 2 and 3. Section 2 forbids the keeping of "any house or any place of public resort for the public performance of stage plays" except under proper authority. Section 3 in conferring jurisdiction on the Lord Chamberlain says, as above pointed out, that it shall extend to all theatres in the metropolis. But this word it would seem must include all the places which are struck at by section 2, and this view is confirmed by the fact that the statute does not expressly recognize occasional licences, and seems to regard all places licensed for public performances as theatres, whether under the control of the Lord Chamberlain or the justices. Thus the Inner Temple Hall, so far as it was required for the purposes of the play, was a theatre, and consequently within the jurisdiction of the Lord Chamberlain, whose licence it seems had been duly obtained. As the Lord Chancellor and the other persons interested submitted to the threats of the London County Council, their action cannot now be contested, but it will hardly be so readily acquiesced in on a future occasion. The case of *Shelley v. Bethell* (32 W. R. 276, 12 Q. B. D. 11) decided of course that a theatre licence was required on the occasion of a public performance such as the present for charitable purposes.

THE RECENT DECISION of the Court of Appeal in *Re Taylor, Stileman, & Underwood* (39 W. R. 417), to which we have already shortly referred (*ante*, p. 235), illustrates two points of importance with regard to the lien of a solicitor upon his client's papers. The first relates to the extent of the lien, the second to the waiver of the lien by taking a security. As to the former, it is well settled that the lien does not extend to general debts due from the client. In *Worrall v. Johnson* (2 Jac. & W., at p. 218), PLUMER, M.R., after referring to the distinction between charging and retaining liens, said with regard to the latter: "This lien, however, does not extend to general debts, but only to what is due to him in the character of attorney." This was repeated and emphasized by the Court of Appeal in *Re Galland* (34 W. R. 158, 31 Ch. D. 296), where the solicitor to the promoters of a company was not allowed a lien against the company in respect of costs incurred before incorporation, on the ground that the relation of solicitor and client did not then exist. In the recent case advances had been made by the solicitor to the client, who was a married woman, and these were due to the desire of the solicitor to carry out effectually certain business in which he was engaged for her. Without them, indeed, the object for which the court had allowed a sum of £500 to be raised out of property belonging to her which was subject to a restraint upon anticipation would have failed. But although the relation of solicitor and client undoubtedly existed, and although the advances were made by the solicitor as solicitor in the sense that, but for his employment, he would not have made them, yet they were after all merely loans, and not sums with which he could charge his client in a bill of costs. In this way the expression used by PLUMER, M.R., was further defined. Sums due to a solicitor in his character of solicitor, for which he has a lien, are such as may properly be included in his bill of costs, or, to make the test still more certain, such claims and charges made by the solicitor as are liable to come before a taxing master, and by him to be disallowed or moderated.

AS TO THE EFFECT of taking a security for costs, the decision shows that this only destroys the lien when an intention that it shall do so can be inferred from the position of the parties and the circumstances of the particular case. It is true that in

*Balch v. Symes* (Tur. & Russ., at p. 92) Lord ELDON said generally, "an attorney who takes a security abandons his lien," but he was on that occasion merely re-affirming his decision in *Cowell v. Simpson* (16 Ves. 275), and from this latter case the law may more properly be taken. There the client had given two notes payable with interest three years after date, and it was held that these destroyed the lien, on the ground that they were inconsistent with its continuance. The effect, indeed, would be that the solicitor would be enabled to keep the client's papers for three years until the notes had been duly met and his costs discharged. This view of Lord ELDON's judgment was taken by KAY, J., in *Angus v. McLachlan* (31 W. R. 641, 23 Ch. D. 330), where he subjected it to a very careful review, and came to the conclusion that it was not the mere taking of a security which destroyed the lien, but that there must be something in the facts of the case or in the nature of the security taken which is inconsistent with the existence of the lien, and which is destructive of it. But while it is clear that a security not payable until a future day is inconsistent with the continuance of the security, so as to shew an intention on the part of the solicitor to abandon his lien and to rely upon his security, it is not equally clear why such inconsistency should be found in the mere fact that the security gives interest which could not be recovered on the costs. Upon this ground, however, LEACH, M.R., held that there had been a waiver of the lien in *Roberts v. Jefferys* (8 L. J. Ch. O. S. 137), and this decision has now been approved by the Court of Appeal. In *Re Taylor, Stileman, & Underwood*, it is true, there were other circumstances, besides the payment of interest, to which great weight was given, and in particular the fact that, although the solicitor was getting something additional by the security, nothing was said by him to the client as to his intention to preserve the lien. Indeed, LINDLEY, L.J., seems to have considered that there was in every case a presumption of abandonment of lien unless the solicitor expressly intimated that it was to continue. Hence, in spite of the assent given to *Roberts v. Jefferys*, it may be doubted whether the court meant to decide that the mere securing of interest was sufficient to destroy the lien, and perhaps the case would have received different treatment had the other circumstances been more favourable to the solicitor. However, the practical outcome appears to be that if a solicitor, while taking a security for costs, wishes to preserve his lien, he must expressly intimate his intention to his client, and the security must not be inconsistent with the lien, as, for instance, by postponing payment to a future day. Also, until *Roberts v. Jefferys* has been reconsidered, he must not take any additional advantage under the security. LOPES, L.J., said it was extraordinary that this decision was not referred to in any text-book. It will be found, however, duly noted in Stokes' *Liens of Attornies*, at p. 74.

IN THE CASE of *Lord Shrewsbury v. Garfield*, which came before the Queen's Bench Division on the 16th inst., the court (DENMAN and WILLS, JJ.) held that, without leave, an appeal does not lie from the refusal by a county court judge of an application for the new trial of an action to recover possession of land, the title to which is in question, and of which the yearly rent or value does not exceed £20. That is to say, it has now been decided that the provision contained in section 120 of the County Courts Act, 1888, requiring leave to appeal to be given by the county court judge "in any action for the recovery of tenements when the yearly rent or value of the premises does not exceed £20," is not confined to ordinary cases between landlord and tenant, but applies also to actions in which the title to hereditaments is in question, and of which recovery of possession is claimed. Without wishing to question in any way the correctness of this decision, we would venture to submit that, as previously pointed out in these columns (vol. 34, pp. 449, 471, 482, 614), it would appear to be still very doubtful whether, even with leave, an appeal will, in any case, lie from the decision of a county court judge upon an application to him for a new trial; (1) because an order made on such an application is in its nature *interlocutory*, and not *final*; and (2) because the county court judge would appear still to possess an unfettered discretion with regard to applications to him for new trials. In the case under consideration, however, no other

point appears to have been raised except the one actually decided, which, as it resulted in the appeal being dismissed, rendered further argument unnecessary. It is to be hoped, however, that the Court of Appeal will shortly have to determine whether an appeal does now lie from interlocutory orders of county court judges—a question which the Queen's Bench Division have already answered in the affirmative (*Dinger v. Mathews*, 88 L. T. 139; and see *Voysey v. Armitage*, 25 L. J. Notes of Cases, 168), while the contrary view has been maintained in the Probate Division (*The Cashmere*, 38 W. R. 623, 15 P. D. 121).

THE COURT of Appeal have, as we expected they would, affirmed the decision of the Queen's Bench Division in the case of *Reg. v. Judge of Halifax County Court* (ante, p. 514), and have held that a county court has no jurisdiction to entertain an action in which the validity of a patent is in question. This decision seems to be warranted by the language of section 56 of the County Courts Act, 1888, which, in defining the ordinary jurisdiction of the county courts, expressly excludes therefrom any action in which a "franchise" (i.e., any liberty or privilege, whether granted by a patent or otherwise) shall be in question. But, even assuming a patent not to be a "franchise," and therefore to be within the ordinary jurisdiction of the county courts, it seems clear that the Patents Act, 1883 (46 & 47 Vict. c. 57), by which careful provision is made as to the method in which trials of actions involving the validity or infringement of a patent should be conducted, operates to confer exclusive jurisdiction in all such cases upon the High Court. Indeed, section 117 of the last-mentioned Act actually defines "court" to be the High Court of Justice. It seems, therefore, to be clear, as decided by the Court of Appeal in the case under consideration, that the County Courts Act, 1888, was never intended to give to county courts a perfectly open jurisdiction in patent cases when the jurisdiction of the High Court in such cases is expressly defined by the Patents Act, 1883.

#### THE STATUTORY MAINTENANCE CLAUSE.

THE recent decision of Mr. Justice NORTH in *Re Jeffery, Burt v. Arnold* (39 W. R. 234; 1891, 1 Ch. 671), and the cases cited therein of *Shepherd v. Ingram*, *Mills v. Norris*, *Scott v. Earl of Scarborough*, and *Furneaux v. Rucker* on the one hand, and of *Brandon v. Aston* on the other, seem to raise questions as to the powers of trustees, who hold property in trust for infants contingently on their attaining twenty-one, to allow maintenance out of the income, first, while all are under age; and, secondly, when one of them has attained a vested interest.

In *Furneaux v. Rucker*, according to the report in W. N., 1879, 135, there was a "bequest in trust for the daughter of the testatrix for life, and after her decease for all her children living at the death of the testatrix who, being sons, should attain twenty-one, or who, being daughters, should attain that age or marry, in equal shares." The daughter, who survived the testatrix, died leaving three children, two sons and a daughter, born in the testatrix's lifetime, and JESSEL, M.R., considered that the income of the property, up to the time when the eldest child attained twenty-one, should fall into residue; and should then go all to him, until another grew up.

This decision seemed directly at variance, on the first point, with those in *Kidman v. Kidman* (40 L. J. N. S. Ch. 359) and *Re Medlock* (55 L. J. Ch. 738), in each of which it was held that the intermediate income of a contingent legacy which, under the will itself, had (as the bequest in *Furneaux v. Rucker* had) to be set apart, went to the legatee or legatees with the capital if and when the capital vested (see also *Re Dickson*, 29 Ch. D. 331, at pp. 336-7). On examining the orders made in *Furneaux v. Rucker*, 1873, F. No. 106 (see Reg. Lib., 1878, A. 1038; 1879, A. 1862), and the pleadings, it appears, however, that the "bequest" was a specific bequest of leaseholds, to which the rule, as extracted from *Holmes v. Prescott* (12 W. R. 636) and *Guthrie v. Walrond* (22 Ch. D. 573), and laid down in *Theobald on Wills* (3rd ed., p. 129), was accordingly applicable—viz., "a contingent specific bequest of chattels real or personally will not carry the intermediate profits, except, perhaps, in the case of

a person who would be entitled to interest on a general legacy from the testator's death."

This fact, not noticed in the report in the *Weekly Notes*, makes the decision in *Furneaux v. Rucker* quite intelligible, and shews it to give no hint that the intermediate income of a contingent pecuniary bequest, where the bequest is liable to be set apart, could go elsewhere than the capital would; and it may be noted that under the trusts of a marriage settlement drawn in the usual form (see *Wolstenholme's Conveyancing*, 5th ed., p. 74; *Key and Elphinstone's Precedents*, 3rd ed., vol. 2, p. 460), the income is by express words carried along with the capital. The claims of outsiders being thus cleared away, it remains to consider the questions as to maintenance out of income in relation to the persons entitled, or contingently entitled, to the capital, as between themselves.

First, it is clear that, without either an express maintenance clause in the instrument creating the trust, or some statutory enactment, trustees have no power to apply income of a contingent fund in maintenance of the person or persons entitled (see *Re Breed's Will*, 1 Ch. D. 226). But the court, where contingencies were equal and the adult children, if any, consented, had this power (see the same case). Now, if the first child attaining twenty-one took all the income, then and there, until another grew up, and he was willing that some should be applied for that other or the others, the aid of the court was not wanted: the very fact that the court was called in, where there was an adult child, to make orders for the application of the income of the presumptive shares of the infant child or children negatives the notion that the adult child was entitled to the whole. Nor is *Brandon v. Aston* the only authority for not allowing the adult the whole income. In *Rochford v. Hackman* (9 Hare, 475, 485), where there were two children, one adult and one under age, and the capital share of the adult child could not be paid out because more children might be born, TURNER, L.J. (then Vice-Chancellor), let the adult take half the income, and ordered the other half to be accumulated. There was a maintenance clause, it is true, in the will (see p. 476) but nothing seems to have been said as to that. Again, in *Kidman v. Kidman* (*ubi supra*) MALINS, V.C., after deciding that a contingent pecuniary bequest carried income, says (p. 361): "I hold that in this case all the income from the death of the tenant for life till the children attained the age of twenty-one years must be accumulated and go with the capital, each child, on attaining twenty-one, taking his or her share of the fund as it then exists."

Secondly, though trustees, without an express clause or an Act of Parliament, had no such power, or though even the court itself in the last mentioned decisions was wrong, why is not section 43 of the Conveyancing Act to give trustees such a power? The common form power of maintenance was framed for that end (see *Davidson's Conveyancing*, 2nd ed., "Settlements," vol. 3, pp. 130-1, 192-3); such a power clearly fell within the class which the Conveyancing Act of 1881 was meant to supply (see the title to the Act); and section 43 expressly supplies it; and to hold that trustees have not now, by statute, this power, involves saying either that the old clause missed its mark, or that section 43 is so weakly worded as to fall short of it; which, on comparing the wording, does not seem to be so.

It is submitted that the decisions in *Re George* (5 Ch. D. 837) and *Re Dickson* (29 Ch. D. 331) (the latter mentioned in the judgment in *Re Jeffery*) do not lay down the hard and fast rule stated in their head-notes in the reports; but that in each case, the real question being the construction of the words of a statute, it was held that those words could not be taken to make a statutory gift of income where a testator himself gave nothing but capital. It is a very different thing to say that where a testator himself gives a fund, income as well as capital, a statute passed to simplify conveyancing and to vest common form powers in trustees is not to apply to split up the income so given among those who need it, when they need it, on a scheme which every well advised settlor adopted as a matter of course before the passing of the Acts.

The facts were somewhat exceptional in *Re Jeffery*: first, the infants had only life interests, but section 43 provides for that (see *Davidson's Conveyancing, ubi supra*, p. 192); secondly, the class, in a sense, was capable of increase. But it can hardly be argued that section 43 does not apply in such a case on the



ground that the presumptive share of each child *in esse* is subject to a twofold contingency—viz., the child living till twenty-one, and no other child being born. If a child, in such a case, attains a vested interest, then, though he cannot go off with his then share (because it may be decreased), he takes at once, according to the authorities, though not, as we submit, the whole income, at least that of his then presumptive share (see *Rockford v. Hackman* and *Brandon v. Aston*); the same principle must apply where the share is not only presumptive, but contingent; the mere fact that such share may be diminished gives the unborn brother or sister no more rights against the live infant than against the live adult. If the second contingency—viz., of increase of the class—prevents a child under twenty-one receiving the income of his contingent and presumptive shares as maintenance, it must also prevent an adult child receiving the income of his presumptive share pending that contingency: but the cases shew it does not.

At any rate, the omission of a fact material to the decision in *Furneaux v. Rucker* from the report cited by NORTH, J., of that case, detracts from its value as an authority for the decision in *Re Jeffery*.

### THE STATUTE OF LIMITATIONS AS AFFECTING MORTGAGEES.

#### I.

WE have already referred (*ante*, p. 185) to the article on this subject from the pen of Mr. MILLIDGE, of the Canadian bar, which appeared in the *Law Quarterly Review* for January, and at the same time we printed a letter from an esteemed correspondent (*ante*, p. 189) in which the doctrine advanced by Mr. MILLIDGE was ably criticized, but the matter is one which will perhaps repay a fuller consideration. The question at issue is whether a mortgagor who has parted with possession of the mortgaged premises can, by making a payment to the mortgagee on account of principal or interest, check the operation of the statute, this having commenced to run in favour of the person in possession. If the payment has such an effect, then the case is an exception to the usual operation of the statute, and no length of time will avail to confirm the title of a possessor so long as these payments, of which he probably knows nothing, are going on. This result, however, was clearly contemplated in *Chinnery v. Evans* (11 H. L. Cas. 115), which was a direct decision of the House of Lords in favour of mortgagees, and no doubt was felt on the subject until the decision of the Court of Appeal in *Newbould v. Smith* (34 W. R. 690, 33 Ch. D. 127), which seemed to imply that a payment would not keep alive the mortgagee's remedy against the land unless it was made by the person then entitled to the equity of redemption. On the other hand, the Judicial Committee, in *Lewin v. Wilson* (11 App. Cas. 639), affirmed the efficacy of payment whenever it is made by a person who, by the terms of the mortgage contract, is entitled to make it. It would thus seem that *Chinnery v. Evans* for the United Kingdom, and *Lewin v. Wilson* for the colonies, are conclusive that the payment may be made, not only by the person in possession of the mortgaged premises, but by any person liable under the mortgage contract; but Mr. MILLIDGE, while he accepts this result for the colonies, attributes a different meaning to *Chinnery v. Evans*, and thinks that *Newbould v. Smith* ought to be taken as a correct exposition of the law in this country. It is a curious circumstance that this latter case entirely ignored *Chinnery v. Evans* and all the other cases which have been decided on the subject.

Obviously the chief thing is to ascertain what was the real decision in *Chinnery v. Evans*, and for this purpose it is necessary to state shortly the facts. A mortgage had been made in 1776 of three estates in Ireland in the counties of Cork, Limerick, and Kerry respectively. In 1784 a receiver of the rents of the mortgaged property was appointed by the court on the petition of the mortgagee. The estate in Kerry was sold by the mortgagor before, and that in Cork after, the appointment of the receiver, but in neither case was the purchaser aware of the existence of the mortgage. The receiver entered into receipt of the rents of the Limerick estate only, and applied them to keep down the interest on the mortgage to a date within twenty years of the proceedings. These commenced in 1853, when the mort-

gagee petitioned for a sale of the lands in Cork and Kerry. On his behalf it was contended that payment by the receiver out of the rents of the Limerick estate was sufficient to keep up the mortgage as against the other estates in spite of the possession of these by the purchasers without payment or acknowledgment for upwards of seventy years.

The matter is somewhat embarrassed by the fact that the leading judgment delivered in the House of Lords, that of Lord WESTBURY, C., leaves it doubtful whether the operation of the statute as against the mortgagee was to be taken to be checked by the statute 1 Vict. c. 28 or section 40 of 3 & 4 Will. 4, c. 27, the Statute of Limitations of 1833, and as this has been the cause of much confusion, his reasoning requires to be carefully noticed. Under section 2 of the latter statute, which imposed a bar upon proceedings of all kinds for the recovery of land, it was originally thought that time ran against a mortgagee's right of entry from the date of the mortgage (*Doc v. Lightfoot*, 8 M. & W. 553), or at latest from the date of default (per PATTESON, J., in *Doc v. Williams*, 5 A. & E. 291), and this without regard to any subsequent payment of principal or interest. Consequently, the statute 1 Vict. c. 28 was passed in order to provide that time should run against the mortgagee only from "the last payment of any part of the principal money or interest secured by the mortgage." Here there is nothing said as to the person by whom the payment is to be made. Moreover, the Act, like section 2 of that of 1833, applies to all proceedings brought by a mortgagee to recover the land, such as an action for foreclosure (*Wrixon v. Fyde*, 3 Dr. & War. 104), and consequently, too, it would seem, to proceedings taken for effecting a sale of the land.

On the other hand, section 40 of the Act of 1833, now replaced, with merely a reduction in the period of limitation, by section 8 of the Real Property Limitation Act, 1874, provides that the bar shall not apply to proceedings taken to recover the money charged on the land, as distinguished from proceedings taken to recover the land itself, when, within the prescribed period, "some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing signed by the person by whom the same shall be payable, or his agent," to the person entitled thereto, or his agent." The doubt occasioned by Lord WESTBURY's judgment refers specially to the words in italics.

To determine the case two questions had to be answered. First, whether a payment made by a person not in possession of the mortgaged estates could save the rights of the mortgagee; and, secondly, whether the receiver was entitled to make such payment. To answer the first Lord WESTBURY seems to have relied both upon 1 Vict. c. 28 and section 40 of the Act of 1833, and he remarked that the same *ratio decidendi* applied to each. Moreover, in dealing with section 40 he said that the words of the section on which the question turned were "unless in the meantime some part of the principal money or some interest thereon shall have been paid," thus apparently indicating that they were not qualified by the later words of the section specifying the person by whom payment is to be made. Consequently here, as in 1 Vict. c. 28, there is no direction on the matter, and it is left for judicial interpretation. Lord WESTBURY had no doubt that, while a payment made by a mere stranger would not save the statute, yet a payment made by any person liable to pay would. Such a person, of course, is the mortgagor, and Lord WESTBURY gave direct attention to the case of an alienation of the equity of redemption by the mortgagor, and the hardship that would be inflicted on the alienee if payments made by the mortgagor were to be allowed to keep up an incumbrance of which he knew nothing. But, on the other side, there was the inconvenience and injustice to the mortgagee "if, while continuing to receive from the person liable to pay the interest due upon his mortgage, he was to be deprived by the act of the parties entitled to the equity of redemption only of the estates comprised in his mortgage." Moreover, in ordinary cases the fact of a purchaser taking the equity of redemption without being aware of the mortgage implies neglect on his part. Consequently Lord WESTBURY held that as a mere matter of justice the interests of the mortgagee ought to prevail. "I think, therefore," he said, "that it is impossible to deprive the mortgagee of the right to resort to any estate which he has not re-

leased or given up, being an estate originally comprised in his mortgage, so long as that mortgage is legally and regularly kept alive by the payment of interest on that mortgage by the person who is liable to pay it."

So far, then, Lord WESTBURY seems to have treated the matter as though the words of section 40 stopped at "paid," and as if this term was to be understood as intending a payment by any person "liable to pay." But when he turns to the second question, whether payment by the receiver is sufficient, it becomes evident that he regards the term as qualified by the words "by the person by whom the same shall be payable, or his agent," for, after expressly saying that, in his opinion, it is so qualified, he proceeds to determine the case on the ground that the receiver was, within the meaning of these words, the agent of the mortgagor, the person liable to pay.

The use Mr. MILLIDGE makes of this circumstance is a little curious. Taking the above construction of section 40 with Lord WESTBURY's *dictum* as to the same *ratio decidendi* being applicable to this and to 1 Vict. c. 28, he understands it to involve a necessary implication that the latter statute is to be treated as though the words "by the person by whom the same shall be payable, or his agent" were to be found there also. Consequently payment under 1 Vict. c. 28 must be by the person "liable to pay"—that is, says Mr. MILLIDGE, by the owner of the equity of redemption alone. How this follows is not clear. The person primarily liable to pay is the mortgagor. The person to whom he has assigned the equity of redemption is doubtless entitled to pay, and, indirectly, by process against the land, may be compelled to pay; but if, on this latter ground, he can be described as liable to pay, he is certainly not the only person liable.

## REVIEWS.

### BOOKS RECEIVED.

Index of Cases Judicially Noticed (1865—1890). Being a List of all Cases cited in Judgments reported in the *Law Reports*, *Law Journal*, *Law Times*, and *Weekly Reporter* from Michaelmas Term, 1865, to the end of 1890. By GEORGE JOHN TALBOT and HUGH FORT, Barristers-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The Law of Tithes and Tithe Rent-Charge, including the Tithe Act of 1891, with the Rules thereunder. By EDWARD FAIRFAX STUDD, M.A., B.C.L., Barrister-at-Law. Second Edition (Revised and Enlarged). Stevens & Sons (Limited).

## CASES OF THE WEEK.

### Court of Appeal.

*Re BENCE, SMITH v. BENCE*—No. 2, 17th June.

WILL—CONSTRUCTION—PERPETUITY—DIVISIBLE EVENT.

The question in this case was whether a gift over of real estate in a will was invalid on the ground that it violated the rule against perpetuities. Kekewich, J., held the gift void.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) affirmed the decision. FRY, L.J., read the following judgment of the court:—The testator directed his trustees to stand possessed of one-fifth of his real and personal property in trust for his daughter Maria during her life, and after her decease on trusts declared by reference for the benefit of a class which consists of the following persons:—(1) the children of Maria who should attain twenty-one, or, being daughters, should attain that age or be married; (2) such of the children of any child of Maria who might die under twenty-one as should attain twenty-one, or, being a daughter, be married. It is evident that Maria might have a son born after the testator's death, and this son might die before twenty-one, leaving a child who might attain twenty-one, and so become an object of the testator's bounty. It follows that this class includes persons who might not be ascertained till after a life in being and twenty-one years afterwards. Such a gift is plainly void under the well-established rule that a gift to a class is void unless the whole class must be ascertainable within the period allowed by the rule against perpetuities. The testator has then directed that, if Maria should die without leaving any issue who should live to attain a vested interest in their respective shares, then the share given to Maria for life should be in trust for such other of his children as should be living at the time of such failure of issue, and the issue then living of such of them as might then be dead. On the 10th of October, 1890, the testator's daughter Maria died without having had any issue; and the question is, whether the gift over can take effect. The whole property in question is, we are informed by the bar, real estate. The first question is this, Is the event on which the gift over is to operate confined to the death of Maria, or does it extend to an indefinite failure of issue? It appears to us that the 29th section of the Wills Act does not apply to this gift, because it

comes within the proviso to that section which prevents the enactment from extending to cases where the language refers to the event of no issue living to answer the description required for obtaining a vested estate by a preceding gift to such issue. It follows that the old law must apply, and under the well-known case of *Forth v. Chapman* (1 P. W. 633) it appears to be clear that the gift over is to take effect on an indefinite failure of the issue of Maria, an event which might happen either within or beyond the period of a life in being and twenty-one years afterwards. In the present case we have these circumstances—(1) that the particular estate which precedes the remainder in question is limited to a class which may never be ascertained within the limits of perpetuity; (2) that the event on which the gift over is to take effect—viz., default of the vesting of the particular estate—may in like manner never be ascertained within those limits; and (3) that the class of persons to take under the gift over may never be ascertained within the same limits. These circumstances are, in our opinion, enough to make the gifts over (whether regarded as equitable remainders or executory devises) *prima facie* bad. But the argument of the appellant is that the terms of the gift over can be split up into as many separate gifts over as there are possible events, and that, whenever the actual event falls within the limits of perpetuity, the gift over is good; whenever it falls beyond the limit, it is bad. There appears to us to be a great cloud of authorities opposed to this view, amongst which it will be enough to mention *Procter v. Bishop of Bath and Wells* (2 H. Bl. 358), *Lord Dunsannon v. Smith* (12 Cl. & Fin. 546), *Burley v. Evelyn* (16 Sim. 290), *Monypenny v. Dering* (2 De G. M. & G. 145), *Miles v. Harford* (12 Ch. D. 691), and *Abbiss v. Burney* (17 Ch. D. 211). The only cases which have been cited as countervailing these authorities are *Ever v. Challis* (7 H. L. Cas. 531) and *Watson v. Young* (28 Ch. D. 436). In the former of these cases the testator gave an estate to his daughter Ann for life, with remainder to her sons who should attain twenty-three, and her daughters who should attain twenty-one, with cross-remainders between them; and then the testator directed that, in case his daughter Ann should die without issue, or in case all the children which his daughter might have should die, if sons under twenty-three, or if daughters under twenty-one, then the estate should go over to persons including the lessor of the plaintiff. The testator gave another estate in like manner to his daughter Elizabeth for life, with similar remainders to her children, and directed that, in case all the children of his daughter Elizabeth should die, if sons under twenty-three, and if daughters under twenty-one, or if she has none, then the estate should go over in shares which vested an interest in the lessor of the plaintiff. Both Ann and Elizabeth died without ever having had any child, so that the event expressed by the testator in regard to Ann, of her dying without issue, happened; and in like manner the event expressed in regard to Elizabeth, of her having no issue, also occurred. The case was principally discussed upon the terms of the gift over upon the death of Elizabeth, who died first; and it seems to have been held in the Queen's Bench, and Exchequer Chamber, and the House of Lords that there was no difference in the operation of the two gifts over; the gifts over were held good by the House of Lords. The view taken appears to have depended on this, that the limitations over on the death of Ann expressed and constituted two gifts; the one on her dying without issue, which was a remainder; the other on the death of all her children, if sons under twenty-three, if daughters under twenty-one, which would have operated, not as a remainder, but as an executory devise defeating estates in fee which the House of Lords held would have vested in any children whom Ann might leave. In like manner, in regard to Elizabeth, the testator expressly provided for two events—namely, (1) the death of Elizabeth without ever having had a child, in which case the gift over was a true remainder; and (2) the death of all her children, if sons under twenty-three, and if daughters under twenty-one, which, if it took effect at all, would take effect only as an executory devise defeating the estates in fee vested in Elizabeth's children on her death. This case, therefore, presented the two circumstances of an expression by the testator of the two contingencies, and of the fact that one of the gifts over in each case could operate as a true remainder, whilst the other could operate only as an executory devise; the events on which the remainders were limited occurred, and the remainders vested, and this vesting, it was held, could not be interfered with by the existence of executory devises limited upon other contingencies. This case, therefore, in our opinion, proceeds on the application of the well-known principle that a limitation shall, if and when, and so far as possible, be construed as a remainder rather than as an executory devise, to dispositions so expressed as to sever the remainders from the executory devises. The case is, therefore, no authority for the proposition that every gift over may be analyzed into as many events as are included within its language, and be held good or bad as the events happen. This is shewn, in our opinion, by the language of the learned lords and of the judges who advised the House, and especially by their adoption and affirmation of the case of *Procter v. The Bishop of Bath and Wells*. The gift over in that case was single in point of expression, but in point of fact embraced one event which happened, and on which a perfectly good remainder could have been limited, but, inasmuch as it was not expressly so limited, inasmuch as the event of death without having any issue was not separated from a subsequent event which might transgress the rule against perpetuities, it was held that in that case the limitation over could not operate as a remainder. If the opinion of Pearson, J., in *Watson v. Young* differs from that above expressed, we are unable to concur with it. For these reasons we dismiss the appeal, with costs. BOWEN, L.J., added that he accepted the construction of the will which the court had adopted, because he thought the court could not depart from it without disregarding authorities by which it was bound. LINDLEY, L.J., agreed, for the same reasons.—COUNSEL, S. Hall, Q.C., and Daw; Upjohn; A. L. Ellis; Walters. SOLICITORS, Coode, Kingdon, & Cotton; Moss, Gills, & Moss; Campion.



**WESTMORELAND GREEN AND BLUE SLATE CO. (LIM.) v. FEILDEN**  
—No. 2, 12th June.  
COMPANY—WINDING UP—CALLS ON SHARES—BALANCE ORDER—ACTION—  
MERGER—R. S. C., XLII., 24.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 331), the question being whether when, in the winding up of a company, a balance order has been made upon a shareholder in respect of calls due upon his shares, and the order cannot be served because the shareholder is out of the jurisdiction, an action can be maintained against the shareholder in the name of the company to recover the amount. The action was brought to recover from the defendant the amount due in respect of 200 shares taken by him in the plaintiff company, together with interest. The company was incorporated on the 19th of April, 1886, with a nominal capital of £30,000, in 6,000 shares of £5 each. On the 14th of July, 1888, an order was made to wind up the company compulsorily. On the 15th of March, 1889, the chief clerk, upon the application of the official liquidator, made a balance order against the defendant for payment of £884 8s. 1d., being the amount due on the allotment of his 200 shares, and for three calls made by the directors before the winding up. The defendant was residing in Guernsey, and, because he was out of the jurisdiction, the order could not be served on him. On the 20th of September, 1889, the liquidator, in the name of the company, commenced this action, claiming from the defendant the same amount as that mentioned in the balance order, with further interest. Kekewich, J., held that the balance order was not a bar to the action.

THE COURT affirmed the decision. LINDLEY, L.J., said that by section 16 of the Companies Act, 1862, the liability of the members of a limited company was made a specialty debt. Therefore the defendant, assuming him to be a member of the company, and assuming the calls to have been properly made, was by the statute a specialty debtor to the company for the calls and the stipulated interest thereon. It was to enforce that specialty debt that this action was brought. The balance order was made under the provisions of the Companies Act, 1862, which conferred upon the court a summary jurisdiction for the purpose of getting in the assets of a company in liquidation. It was admitted that this was not an exclusive power, and that the liquidator was not bound to have recourse to that summary mode of procedure, and, in fact, the court had frequently declined to exercise that summary jurisdiction, and had required an action to be brought. It was contended that the balance order operated as a merger of the debt. It was not technically a merger, because the debt was due to the company, and the order was to pay the liquidator. It was true that the order might be enforced by *feri facias*, but it was not an order to pay the company. That was, no doubt, a technicality, but there was behind it a question of substance. The defendant happened to be abroad when the balance order was made, and therefore the order was worthless, because such an order could not, under the rules, be served out of the jurisdiction. It was said that, because the liquidator had had recourse to a cheap and expeditious mode of getting in the debt, he was driven to make the best of that remedy, and was precluded from pursuing his ordinary remedies. His lordship could not find any authority to warrant the proposition that there ever was, in the absence of any express enactment, a technical merger when the order relied upon as a merger was merely made in exercise of a summary jurisdiction conferred by statute. It was said that this order was equivalent to a judgment, because it was enforceable by *feri facias*, but, having regard to the language of section 106 of the Companies Act, it was clear that it was not equivalent to a judgment for all purposes. That section provided that "any order made by the court in pursuance of this Act upon any contributory shall, subject to the provisions herein contained for appealing against such order, be conclusive evidence that the moneys, if any, thereby appearing to be due or ordered to be paid are due, and all other pertinent matters stated in such order are to be taken to be truly stated as against all persons and in all proceedings whatsoever, with the exception of proceedings taken against the real estate of any deceased contributory, in which case such order shall only be *prima facie* evidence for the purpose of charging his real estate, unless his heirs or devisees were on the list of contributories at the time of the order being made." Up to a certain point the order might be regarded as a judgment, because execution might be levied on it, but in all other respects it was not a judgment. It was said that there was an election by the liquidator to adopt the statutory remedy, but an election was not conclusive when it was made in ignorance of material facts. BOWEN, L.J., said that the order was not in the nature of a judgment, but it was an order for the better collection of the company's assets. That appeared from the language of sections 98, 99, 102, 103, and 106 of the Companies Act, 1862. In providing this new remedy the Legislature might have extinguished all right to sue in the old way, or it might have provided that of the alternative remedies only one should be pursued. But there was nothing of that kind in the Act. The statute had created, in addition to the common law right, a summary remedy, subject to the discretion of the court to grant it or withhold it, according to the requirements of justice. There was, therefore, no merger, and no statutory bar to the action.—FAY, L.J., concurred.—COUNSEL, *Warrington, Q.C.*, and *Butcher; Renshaw, Q.C.*, and *Bramicell Davis*. SOLICITORS, *Harper & Battcock; Seal*.

### High Court—Chancery Division.

**Re THE CANADIAN PACIFIC COLONIZATION CORPORATION (LIM.)—**  
Stirling, J., 20th June.

COMPANY—WINDING UP—CREDITOR'S RIGHT TO VOTE—UNLIQUIDATED DEBT

—ADMISSION OF PROOF FOR PURPOSES OF VOTING—APPEAL FROM SUCH ADMISSION WHERE NO OBJECTION TAKEN AT MEETING—COMPANIES (WINDING-UP) ACT, 1890, SCHEDULE I., CLAUSES 7, 11—COMPANIES (WINDING-UP) RULES, 1890, R. 110.

This was a summons taken out by creditors of the above-named company asking that the decision of the official receiver admitting the proof of Messrs. W. H. Golds & Co., who claimed to rank as creditors of the said company for the sum of £200 4s. at the first meeting of creditors held on the 25th of March last, might be reversed, and that the proof might be expunged. The questions arose in this case whether, in the absence of an objection to the admission of the proof being taken at the time, any appeal to the court would lie, and whether a creditor could vote in respect of an unliquidated debt, the proof of which had been so admitted. Messrs. Golds & Co. are a firm of accountants, and as such were employed by the company, and their claim was for work done and services rendered to the company in their capacity of accountants. Objection was taken to the proof on the ground (*inter alia*) that it was a claim for unliquidated damages and an unascertained amount, and that a creditor is not entitled to vote in respect of a contingent liability: *Re Parrott, Ex parte Whittaker* (63 L. T. 777), *Ex parte Ruffe, Re Dummelow* (L. R. 8 Ch. 997, 22 W. R. Dig. 32). Objection was also taken that the accountants' bill included work done after a winding-up petition had been presented to the court, and that, under section 153 of the Companies Act, 1862, such a claim could not be upheld: *Wreck Recovery and Salvage Co.* (29 W. R. 266, 15 Ch. D. 353). Counsel for the official receiver contended that, on the true construction of clause 11 of the 1st schedule to the Companies (Winding-up) Act, 1890, if a creditor does not object to a proof at the meeting he cannot afterwards appeal to the court on that proof: *Ex parte Mark, Re Amor* (31 W. R. 101, 49 L. T. 356).

STIRLING, J., said the question here was whether the official receiver was wrong in admitting a person to be a creditor, and allowing him to vote at the first meeting in respect of the debt claimed by him. The case came under two rules of 1890—(1) clause 11 of the 1st schedule to the Companies (Winding-up) Act, 1890: "The chairman of the meeting shall have power to admit or reject a proof for the purpose of voting, but his decision shall be subject to appeal to the court"; and (2) rule 110 of the Companies (Winding-up) Rules, 1890: "The liquidator shall examine every proof and the grounds of the debt, and in writing admit or reject it, in whole or in part, or require further evidence in support of it." His lordship assumed, for the purposes of his judgment, that those rules applied, and that the present creditor had the right to take the opinion of the court on it. He did not then express a concluded opinion that if objection was not taken at the meeting he could appeal; he would assume for this purpose that he could. With regard to the unliquidated damages, a somewhat similar and difficult clause under the Bankruptcy Act, 1869, was the subject of decision in *Re Dummelow*, and the creditor was not allowed to prove, because his evidence was defective; here there was no such defect; the creditor could pledge his oath to a particular sum, and there could be no doubt that there was a debt of an ascertained amount, and not requiring a jury to calculate it. It was a claim for work and labour done according to time and scale, a legal debt, and according to the commonest form at common law. This did not fall within the prohibition of clause 7 of the 1st schedule to the Companies (Winding-up) Act, 1890, and the liquidator was plainly right in admitting the claim. The 153rd section of the Companies Act, 1862, does not include proof for services rendered after the winding up, and the case was one in which the claimant was entitled to vote. *The Wreck Recovery case* and *Re Wiltshire Iron Co., Ex parte Pearson* (16 W. R. 386, L. R. 3 Ch. 443) showed this to be a valid contract, and one that ought not to be rejected. The claim was one deserving further investigation at the hands of the official receiver, and nothing was now decided as to the admission of the right to vote at future meetings or to share in the dividends. Summons dismissed, with costs.—COUNSEL, *Stutfield; Giffard, Q.C.*, and *Jason Smith; Bramicell Davis*. SOLICITORS, *Nunn & Popham; Roscoe & Hincks; Linklater & Co.*

### High Court—Queen's Bench Division.

**Re THE ONWARD BUILDING SOCIETY—**22nd June.

COMPANY—RIGHT TO TRANSFER SHARES AFTER WINDING-UP ORDER—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 35, 98, 153.

This case raised an important question under the Companies Acts as to the right of a member to transfer his shares after the date of a winding-up order. It came before the court by way of appeal from the decision of the judge of the Darlington County Court, who had refused an application for an order directing the liquidator of the Onward Building Society to place on the register of members the name of the applicant, Mr. Broad. The society had been ordered to be wound up compulsorily, and the question was whether Mr. Broad, who purchased shares after the date of the order, was entitled under section 35 of the Companies Act, 1862, to have his name substituted in the register for that of his vendor. Though the society had been unable to fulfil its engagements, the assets turned out to be more than sufficient to meet all liabilities, and it appeared that a considerable surplus would remain for distribution among the members. The applicant and others had made large purchases of shares, and were desirous of having their names placed on the list of members for the purpose of securing the most favourable realization of the assets, and of submitting, if necessary, their views to the court, under section 91 of the Act, upon any matter relating to the winding up. Section 35 of the Companies Act, 1862, provides that "if the name of any person is without sufficient cause entered in or omitted from the register of members . . . the person or member aggrieved, or any member of the company or the

company itself, may . . . apply for an order of the court that the register may be rectified." Section 87 enacts that "when an order has been made for winding up a company under the Act no suit, action, or other proceeding shall be proceeded with or commenced against the company except with the leave of the court." Section 98 provides that "as soon as may be after making an order for winding up the company the court shall settle a list of contributories, with power to rectify the register of members in all cases where such rectification is required in pursuance of this Act." By section 153, "where any company is being wound up by the court . . . every transfer of shares or alteration in the status of the members of the company made between the commencement of the winding up and the order for winding up shall, unless the court otherwise orders, be void." The county court judge refused to make an order under section 35, on the ground that he had no jurisdiction to do so, and the applicant appealed.

THE COURT (LORD COLERIDGE, C.J., and MATHEW, J.) dismissed the appeal. The considered judgment of the court was delivered by MATHEW, J., who, after stating the facts, continued:—Upon the arguments before us it was contended that the statute did not prohibit dealing in shares after the winding-up order had been made by the court, and it was urged that a buyer would not reap the full benefit of his contract if his name did not appear on the register of members, and that under section 35 he was entitled as of right to have the register rectified. The case of *Rudge v. Bowman*, L. R. 3 Q. B. 689, was cited in support of the argument for the appellant. On the other hand, it was argued for the liquidator that although the statute contained no express provision on the subject, the intention of the Legislature was clear, that after the order for winding-up by the court had been made the provisions of section 35 did not enable a member to alter his status as a contributory. It was not disputed that under the peculiar circumstances of this case the substitution of one name for another on the register would not prejudice the position of creditors. But it was pointed out that the case, in which there were assets for distribution among contributories, was altogether exceptional, and that, as a general rule, an order for winding up involved the payment of calls, which under the Act were intended to be borne by those who were liable to be placed on the list of contributories at the date of the order. Thus section 98 provides as the first duty under the order for winding up that a list of contributories should be settled, with power to rectify the register in all cases where rectification is required in pursuance of the Act, and, this being done, the court is required to order the assets to be collected and applied in discharge of liabilities. The powers of the liquidator under section 95 are confined to steps taken with the sanction of the court for winding up the affairs of the society and distributing the assets, and among the acts that he is empowered to do no provision is made for alteration of the list of contributories when once settled by the court. The learned counsel for the appellant could point to no section except section 35 in support of the application. But it seems clear that section 35 is not applicable to transfers after the date of a winding-up order made by the court, because it contemplates a proceeding instituted without leave of the court against the society, and not against the liquidator. But once the order has been made the leave of the court would seem to be indispensable under section 87. But it was contended that no leave was necessary because of the provisions contained in section 153. Under the terms of that section it was argued that a transfer of shares or alteration in the status of a member between the commencement of the winding up and the order could only be made with the sanction of the court, but after that date, it was said, the sanction of the court was not necessary. It followed that section 35 must be construed to apply to all such subsequent transfers. But it seems to us the true meaning of the 153rd section is to permit, with the sanction of the court, dispositions of shares for the time specified in the section, and to prohibit all subsequent alteration of the status of members or contributories. If this be not the true construction, the most inconvenient consequences would follow in cases where calls had to be made on contributories. There would be no limit to the number of times in which transfers of shares might be made in the course of the winding up. It would be difficult to say what the position of the parties to such transactions would be, and in providing for the liabilities of the society the liquidator would be hopelessly embarrassed and delayed. The alteration of the register under section 35 might involve most troublesome and expensive inquiry and litigation, and as a liquidator who acted properly ought not to be made responsible for costs, the expense must be cast on the assets of the society, which are already appropriated under the winding-up order to the society's creditors. We have come to the conclusion that the judgment of the county court judge was right, and must be affirmed, with costs. Appeal dismissed. Leave to appeal granted.—COUNSEL, *Sir Henry James, Q.C., and W. A. Meek; Seaward Brice, Q.C., and Howland Jackson*. SOLICITORS, *Linklater & Co.; Jackson & Jackson, for Watson, Darlington*.

#### WOOLFORD'S TRUSTEE v. LEVY—17th June.

ACTION AGAINST SHERIFF'S OFFICER FOR STATUTORY PENALTY—"TAKING OR DEMANDING MONEY OR REWARD"—SHERIFFS ACT, 1887, s. 29.

This case raised an important question under the Sheriffs Act, 1887. The plaintiff in the action was the trustee in bankruptcy of Messrs. Woolford & Sons, the defendant being an officer of the Sheriff of London. The action was brought to recover the statutory penalty of £200 and damages under the 50 & 51 Vict. c. 55, s. 29, from the defendant for having taken or demanded money and reward to which it was alleged he was not entitled as a sheriff's officer, and also for damages for negligence in the execution of his duties. On July 15, 1889, a writ of *fi. fa.* was issued against the bankrupts for the sum of £615, and a warrant for the execution delivered to the defendant, under which he seized the bank-

rupt's goods. The defendant continued in possession of the goods until October 24, 1889, when a receiving order was made against the bankrupts. On October 30, 1889, notice of the receiving order was given to the defendant, with an intimation that the official receiver did not require delivery of the goods, and that they should be realized. On November 11, 1889, the goods were sold, and realized £112. On November 26, 1889, an account of sale was asked for, and on November 28 an account was sent shewing a balance due to the receiver of £1 7s. 1d. On December 2, 1889, the defendant was asked to bring in his charges for taxation, and on January 4, 1890, the plaintiff was appointed trustee in the bankruptcy. On February 25, 1890, an action was threatened against the defendant, and on February 26 the defendant got and sent to the trustee an appointment to tax on March 4, 1890. On February 27, 1890, the writ in the action was issued. On March 4 the taxation was adjourned, and was not finally completed until August 6, 1890, when £72 was disallowed. It was contended by the plaintiff that the sale was illegal and had been negligently conducted, and, further, that the defendant had brought himself within the provisions of section 29 of the Sheriffs Act, 1887.

CAVE, J., gave judgment for the defendant. His lordship said that the charge of the sale being an illegal sale or a negligent sale had failed. There then remained the question of the penalty. It was said that the defendant had brought himself within section 29 of the Sheriffs Act, 1887, which enacted that any person to whom the execution of a writ was intrusted should be liable to punishment if he "takes or demands any money or reward under any pretext whatever other than the fees or sums allowed by or in pursuance of this or any other Act." It was clear that there had been no taking here of any fee. The defendant had levied, as it was his duty to do, and had realized £112. An account was sent in on November 28, 1889, but there was no taking until after the taxation had been completed, and indeed there was nothing to shew any taking until November 8, 1890, when the sheriff made his return. Had there been any demanding within the meaning of the section? That depended on whether the demand in the section referred to a demand of fees by the sheriff as a condition of doing the work he was bound to do, or a claim after the work had been done to retain certain of the moneys levied as and by way of fees. The present Act was a consolidation Act, and provisions somewhat similar to those of section 29 appeared to be found in the 29 Eliz. c. 4 and the 1 Vict. c. 55, s. 3, and it was said in *Woodgate v. Knatchbull* (2 T. R. 148, 153) by counsel *arguendo* that the mischief intended to be remedied by the Act of Elizabeth was the negligence of sheriffs in executing process, persons who had recovered judgments being obliged to pay money to sheriffs in order to induce them to do their duty properly in levying the sums recovered. However this might be, the section was a highly penal one, and when the word "demand" might be satisfied by holding that it applied to a demand for an extortionate fee as a condition of doing the work, it could not be said that the court was contravening the Act in holding that it did not apply to a mere claim subject to taxation, which it was obvious from the correspondence and from what afterwards took place was what was intended here. As, however, the claim made was an outrageous one, the court ought to mark its sense of the defendant's conduct by giving him judgment without costs, except such costs as he might be entitled to in respect of the issues as to the illegal sale and the negligent sale which had been found in his favour.—COUNSEL, *Asquith, Q.C., and C. J. Edwards; Cock, Q.C., and Rose Innes*. SOLICITORS, *Brumall & White; G. E. Lewis*.

### LAW SOCIETIES.

#### INCORPORATED LAW SOCIETY.

Attendance of Members of the Council from 16th April, 1890, to 13th April, 1891.

	Coun- cil.	Com- mittee.		Coun- cil.	Com- mittee.
Mr. Addison	29	34	Mr. Morrell	10	31
" Bristow	24	10	Sir R. Nicholson	1	1
" Broomhead - Colton			" T. Paine	32	22
" Fox	4	2	" H. W. Parker	20	9
" Budd	19	19	Mr. Pemberton	28	6
" Cooper	9	4	" Pennington	37	152
" Cunliffe	36	145	Sir A. K. Rollitt, M.P.	14	3
" Dees	2	—	Mr. Roscoe	34	71
" Ellett	16	10	" Saunders	7	10
" Follett	16	2	" Walters	32	99
The Right Hon. H. H. Fowler	8	—	" Waterhouse	25	55
Mr. Frere	30	6	" Williams	30	49
Dr. Freshfield	1	2	" Wing	13	12
Mr. Godden	37	67	" Bradley	—	—
" Gregory	23	23	" Cooper (Henley)	3	1
" Hollams	17	6	" Diver	—	—
" Howlett	17	1	" Giraud	6	—
" Hunter	29	85	" Hawkins	—	—
" Janson	13	1	Sir T. Martineau	10	—
" Jevons	1	—	Mr. Meade-King	8	—
" Keen	33	55	" Milne	1	—
" Lake	31	116	" Shelly	—	—
" Laurence	13	3	" Tozer	—	—
" Manisty	17	18	" Dryland*	9	1
" Margetts	13	4	" Francis*	4	2
" Markby	25	61	" Heelis*	4	—
" Marshall	4	1	" Woodhouse*	4	—
" Mills	32	59			

\* Retired in October.



## NEW ORDERS, &amp;c.

## ORDER OF TRANSFER.

## ORDER OF COURT.

Monday, the 22nd day of June, 1891.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich should, for the purpose only of hearing or of trial, be transferred to Mr. Justice Romer; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich to Mr. Justice Romer, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

## FIRST SCHEDULE.

FROM MR. JUSTICE CHITTY.  
1891.

Landseer v Zeffert 1890 L 1,166 Feb 5  
Von Buch v Watson Percival & Churchyard v Von Buch 1890 V 394 Feb 6  
Pechey v Serle 1890 P 1,925 Feb 9  
New Wire Wove Roofing Co, ld v Humpage 1890 N 1,349 Feb 11  
Haymen v Cooper 1890 H 1,645 Feb 11  
Clark v Smith 1890 C 1,011 Feb 12  
Carter v Walter 1890 C 4,367 Feb 12  
Ward v Keen 1890 W 3,806 Feb 17  
Sutton v Gillings 1890 S 4,665 Feb 20  
Kite v Bell 1891 K 42 Feb 20  
S Kidd & Co, ld v Perry 1891 S 3,038 Feb 24  
Allen v The Clydesdale Bank, ld 1889 A 1,375 Feb 25  
In re Swain Swain v Bringeman 1890 S 2,707 Feb 27  
Bew v Gale 1890 B 4,274 March 2  
Webster v Puleston 1889 W 602 March 4  
Meek v Traver 1890 M 1,690 March 5  
Spalding v FitzGeorge 1890 S 3,888 March 7  
Devallé v Palmer 1891 D 387 March 13  
Green v Wyatt 1890 G 799 March 13  
Molineux v Gartside 1890 M 3,193 March 20  
Uniacke v Scott Scott v Uniacke 1890 U 831 March 24  
Soppitt v Whiting 1891 S 286 March 25  
Layton v Patent Lithographic Zinc Plate Co, ld 1890 L 2,165 March 26  
In re Aders Meakin v Plimmer 1891 A 211 April 1  
Ellissen v Surrey Machinists Co, ld Surrey Machinists Co, ld v Ellissen 1891 E 18 April 2  
Watts v Paynter 1891 W 51 April 3  
Sanders v Eaton 1891 S 396 April 3  
Witt v Calderon 1890 W 2,349 April 9  
Hill v Winfield 1890 H 3,926 April 15  
In re Heinrich's Registered Design and Patents Act motion April 17  
Compton v Bagley 1891 C 253 April 18  
Spence v Schiedweiler 1890 S 2,554 April 21  
Engelhart v Gaydon 1890 E 858 April 22  
Marshall v Glover 1889 M 2,344 1890 A 493 April 22  
Wright v Richmond 1890 W 2,268 April 23  
West India Shipping Co, ld v Callender 1890 W 1,822 April 23  
Thomson v Stewart 1890 T 2,078 April 23  
Hughes Hallett v Kent 1890 H 2,791 April 24  
Nicholson v Eyre 1891 N 759 April 25  
Mappin Bros v Mappin & Webb 1891 M 346 April 28

## SECOND SCHEDULE.

FROM MR. JUSTICE NORTH.  
1891.

Attorney-General (at the relation of the Local Board for the District of Friern Barnet) v. Vestry of St. James and St. John, Clerkenwell 1890 A 1,159 Feb 25  
In re J H Boyce Boyce v England 1890 B 5,351 Feb 26  
G A Baird v East Riding Club and Race Course Co, ld 1889 B 3,676 Feb 28  
In re Raisbeck Keenlyside v Leefe 1891 R 114 March 5  
The Law Property Assoc & Trust Soc v Wilson 1890 L 2,040 March 7  
Pegler v Drake-West 1890 P 2,620 March 12  
In re Coningham Coningham v Coningham 1890 C 2,978 March 18  
Chondens Fils v Lago 1890 C 4,098 March 20  
Vennell v Meakin 1891 V 19 March 20  
Rothwell v Abrahams 1891 R 132 March 21  
Universal Stock Exchange, ld v Stevens Stevens v Universal Stock Exchange, ld 1890 U 289 March 26  
In re W Beckett Lyons v Hart 1890 B 1,488 April 1  
Brewers Invest Corp, ld v Rowlands Rowlands v Brewers Invest Corp, ld Bell v Brewers Invest Corp, ld 1890 B 1,878 April 6  
Willoughby v Kirby 1890 W 3,805 April 13  
Morton v The City Bank, ld 1890 M 2,954 April 15  
Williams v Williams 1890 W 3,408 April 17  
Day v Gregory 1890 D 1,436 April 18  
In re Seager West v Seager 1890 S 3,323 April 20

London Assocn of Shipowners and Brokers, ld v The London and India Docks Joint Committee 1891 L 215 April 21  
Barker v Webber 1890 B 6,423 April 23

## THIRD SCHEDULE.

FROM MR. JUSTICE STIRLING.  
1890.

Fritchley v Marshall 1890 F 923 Dec 11  
In re Edgar Edgar v Edgar 1890 E 664 Dec 23 1891.  
Alexander v Miller 1890 A 1,047 Jan 3  
Pearson v Petrovitch 1890 P 1,659 Jan 13  
In re Bridger Jones v Armfield 1890 B 1,296 Jan 15  
Reade v Hall 1890 R 1,038 Jan 16  
Wood v Hamblet 1889 W 3,857 Jan 20  
Earl de la Warr v King 1890 D 1,776 Jan 29  
Schreiner v Bounard 1890 S 513 Jan 30  
Holdsworth & Co v The Hull, Barnsley, & Ry 1886 H 2,423 1890 H 2,499 Jan 30  
Freeman v Penn 1890 F 450 Feb 4  
President of St George's Hospital v Rumney 1890 S 4,385 Feb 6  
Svertchkoff v Huth 1890 S 2,147 Feb 6  
Lord de Ramsay v Powell 1890 D 2,103 Feb 6  
Brown v Vince 1890 B 1,152 Feb 9  
Brown v Brown 1890 B 3,639 Feb 10  
West of England Paper Mills Co, ld, v Gilbert 1889 W 3,113 Feb 12  
Ranson, Bouverie & Co v Whitby 1890 R 1,593 Feb 13  
In re Cash, Cash v Hancock 1890 C 679 Feb 16  
In re Laurence, Kiddle v Laurence 1890 L 2,530 Feb 16  
Harris v Harris 1890 H 3,393 Feb 19  
Bevan v Webb 1890 B 1,410 Feb 25  
Folkard v Carter, Carter v Folkard 1890 F March 2  
White v Swaine 1890 W 3,017 March 6  
In re Gas Lighting Improvement Co, ld, &c adj sums March 6  
Meux v Thomas 1890 M 3,150 March 12  
Nelson v Worssam 1890 N 1,298 March 19  
Goodrham v Goodrham 1890 G 1,953 March 24  
Beddoe v James 1889 B 2,855 March 25  
Isaacs v Isaacs action 1890 I 1,457 March 25

## FOURTH SCHEDULE.

FROM MR. JUSTICE KEKEWICH.  
1891.

In re Hewit Lawson v Duncan 1890 H 2,567 Jan 20  
Dyke v Rutherford 1890 D 1,664 Jan 23  
Edison & Swan, &c, Co, ld v Woodhouse & Rawson United, ld 1890 E 426 Jan 24 1890.  
Smyrke v De Peyer 1890 S 361 July 17  
Provan v Paterson 1886 P 2,931 April 3 1891.  
Castle v Stone 1890 C 1,524 Jan 30  
Upton v Natl Mercantile Bank 1890 U 718 Feb 3  
Matthews v Wells 1889 M 2,095 Feb 4  
Perry v White 1890 P 2,513 Feb 6  
Tavner v Martin 1889 T 2,222 Feb 6  
Cinch v Clinch Clinch v Clinch 1890 C 1,135 Feb 7  
Cipri v The Metal Recovery Co, ld 1890 C 887 Feb 12  
Mackenzie v Sanders 1890 M 2,738 Feb 13  
Van Henck v Isaacs 1890 V 740 Feb 16  
Hickman v Harris 1888 H 4,230 Feb 16  
McDowell v Sanders 1890 M 2,781 Feb 21  
Dale v Fortescue 1890 D 2,094 Feb 23  
Cowney v Thomson 1889 C 1,576 Feb 24  
Watling v Watling 1890 W 3,395 Feb 24  
Banks v Scovell 1890 B 4,972 March 3

1890.

Jope v Pountain 1890 J 40 Aug 4 1891.  
Jahnke v R Bell & Co, ld 1889 J 1,011 March 6  
Mapleson v Lago 1890 M 3,381 March 6  
Williams v Jones 1890 W 1,932 March 13  
Petre v Ferrers 1890 P 2,751 March 16  
Nettlefolds, ld v Reynolds 1890 N 15 March 16  
Nettlefolds, ld v Reynolds 1890 N 809 March 16  
Hazlehurst v Rylands 1890 H 1,193 March 17  
Burdett & Harris v Gorton 1891 B 381 March 17  
Robertson v Robertson 1891 R 309 March 18  
Hall v Hall 1890 H 4,335 March 18  
Driggs Ordnance Co v Driggs Schroeder Ordnance Co, ld 1890 D 1,883 March 18  
Falk v Falk 1891 F 131 March 19  
The New Skegby Colliery Co, ld v Dodsley 1890 N 1,042 March 23  
Cowood v Vernon 1890 C 1,143 March 23  
Howell v Broomhead 1890 H 4,245 March 25  
Lane Fox v Kensington, &c, Lighting Co 1890 L 2,713 March 25  
Davey v Hugill 1891 D 315 April 1  
Kelsey v Hodgkinson 1891 K 129 April 1  
In re Big Golden Quarry Mining Co, ld Exparte Newman motn June 12 HALSBURY, C.

N.B.—The parties concerned in the above causes and matters must be ready for trial on and after Monday next, the 29th of June, 1891.

N. WARD, Senr. Regr.

List of the above actions in the order in which they are to be heard:—

*June*  
Fritchley v Marshall act  
In re Edgar Edgar v Edgar act  
Alexander v Miller act  
Pearson v Petrovitch act  
In re Bridger Jones v Armfield act  
Reade v Hall act  
Wood v Hamblet act  
In re Hewit Lawson v Duncan act  
Dyke v Rutherford  
Edison & Swan & Co v Woodhouse & Co united act  
Earl de la Warr v King act  
Smyrke v de Peyer act  
Schreiner v Bonnard act  
Holdsworth v Hull, Barnsley, & Co Ry act  
Provan v Paterson act  
Castle v Stone act & m f j  
Upton v Natl. Mercantile Bk act  
Freeman v Penn act  
Matthews v Wells act  
Landseer v Zeffer act  
*4 July*  
Von Buch v Watson act  
President of St George's Hospital v Runney act  
Svertchkoff v Huth act  
Lord de Ramsay v Powell act  
Perry v White act  
Turner v Martin act  
Clinch v Clinch act  
Pechey v Serle act  
Brown v Vince act  
Brown v Brown act  
New Wire Wove & Co v Humpage act  
Haymen v Cooper act  
Clark v Smith act  
*Carter*  
Clark v Walter act  
West of England Paper Mills Co v Gilbert act  
Ranson Bouverie & Co v Whitby act  
Cipri (Trading & Co) v Metal Recovery Co act  
*6 July*  
Mackenzie v Sanders act  
In re Cash Cash v Hancock act  
In re Laurence Kiddle v Laurence act  
Van Henck v Isaacs act  
Hickman v Harris act & m f j  
Ward v Keen act  
Harris v Harris act  
Sutton v Gillings act  
Kite v Bell act  
*7 July*  
McDowell v Sanders act  
Dale v Fortescue act  
S Kidd & Co, Id v Perry act  
Cowney v Thomson act  
Watling v Watling act  
*13 July*  
Allen v Clydesdale Bank, Id act  
Attorney-General v Vestry of Clerkenwell act  
Bevan v Webb act  
In re Boyce Boyce v England act  
In re Swain Swain v Bringeman act  
Baird v East Riding Club, & Co act  
Bew v Gale act  
Folkard v Carter act & m f j  
Banks v Scovell act  
Webster v Puleston act  
Jope v Pountain act  
*14 July*  
Meek v Traver act  
In re Raisbeck Keenlyside v Leefe act  
*21 July*  
White v Swaine act  
In re The Gas Lighting, & Co, Id adj sums

Jahncke v R Bell & Co, Id act -  
Mapleson v Lago act -  
Spalding v FitzGeorge act -  
Law Property, & Co, Society v Wilson act  
Pegler v Drake-West act  
Meux v Thomas act -  
Devallé v Palmer m f j - *4 Aug*  
Green v Wyatt act -  
Williams v Jones act -  
Petre v Ferrers act -  
Nettlefolds, Id v Reynolds act  
Nettlefolds, Id v Reynolds act  
Hazelhurst v Rylands act  
Burdett & Harris v Gorton act  
Coningham v Coningham act  
Robertson v Robertson act  
Hall v Hall act  
Driggs Ordnance Co v Driggs  
Schroeder, & Co act  
Nelson v Worsam act  
Falk v Falk act  
Molineux v Gartside act  
Choudens Fils v Lago act  
Vennell v Meakin act  
Rothwell v Abrahams act  
New Skegby Colliery Co, Id v Dodsley act  
Cowood v Vernon act  
Uniacke v Scott act  
Goodrham v Goodrham act  
Soppitt v Whiting act  
Beddoe v James act  
Isaacs v Isaacs act  
Howell v Broomhead act  
Lane-Fox v Kensington, & Co, Lighting Co act  
Layton v Patent Lithographic, & Co act  
Universal Stock Exchange, Id v Stevens act  
In re Aders Meakin v Plummer act  
In re Beckett Lyons v Hart act  
Davey v Hugill act  
Kelsey v Hodgkinson act  
Ellissen v Surrey Machinists Co act  
Watts v Paynter act  
Sanders v Eaton act  
Brewers' Investment Co v Rowlands act  
Witt v Calderon act  
Willoughby v Kirby act  
Hill v Winfield act  
Murton v City Bank, Id act  
In re Heinrichs Registered Design, & Co motu  
Williams v Williams act & m f j  
Compton v Bagley act  
Day v Gregory act  
In re Seager West v Seager act  
Spence v Schiedweiler act  
London Assocn of Shipowners v London & India Docks Co act  
Engelhart v Gaydon act  
Marshall v Glover act  
Wright v Richmond act  
The West India Shipping Co v Callender act  
Thomson v Stewart act  
Barker v Webber act  
Hughes-Hallett v Kent act  
Nicholson v Eyre act & m f j  
Mappin Bros v Mappin & Webb act  
Newman v The Big Golden Quarry Mining Co, Id Motion to be treated as trial

of Cardiff, has been appointed a Commissioner for Oaths. Mr. Evans was admitted a solicitor in March, 1877.

Mr. HENRY SPENCER ANDREW FOY, solicitor, of 14, Clifford's-inn, Deptford, and Brockley, has been appointed a Commissioner for Oaths. Mr. Foy was admitted a solicitor in April, 1885.

Mr. JOHN CLAYPOLE HEALD, M.A., solicitor (of the firm of Heald & Sons), of Wigan, has been appointed a Commissioner for Oaths. Mr. Heald was admitted a solicitor in July, 1883.

Mr. FREDERIC WILLIAM HARDMAN, LL.D., solicitor (of the firm of Taylor & Hardman), of Deal, has been appointed a Commissioner for Oaths. Mr. Hardman was admitted a solicitor in March, 1882. He is clerk to the Court of Survey.

Mr. JAMES HODGKINSON, solicitor (of the firm of Balshaw & Hodgkinson), of Bolton, has been appointed a Commissioner for Oaths. Mr. Hodgkinson was admitted a solicitor in March, 1885.

Mr. HERBERT MONGER, solicitor, of Swansea, Pontardawe, and Morriston, has been appointed a Commissioner for Oaths. Mr. Monger was admitted a solicitor in December, 1883.

Mr. THOMAS JOHN PHELPS, solicitor (of the firm of Phelps, Margetson, & Co.), of 99, Gresham-street, London, has been appointed a Commissioner for Oaths. Mr. Phelps was admitted a solicitor in February, 1880.

Mr. FRANCIS JOHN TARR, solicitor (of the firm of Clifton, Carter, & Co.), of Bristol, has been appointed a Commissioner for Oaths. Mr. Tarr was admitted a solicitor in December, 1884.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTION.

HENRY HARWOOD and THOMAS FRANCIS WRIGHT, solicitors, Manchester. April 15. [Gazette, June 19.]

##### GENERAL.

The *Times* says that Mr. Hunter, Solicitor to the Post Office, who has been seriously ill for some time with pneumonia, resulting from an attack of influenza, is now progressing favourably towards recovery.

On Saturday evening the members of the Northern Circuit entertained Mr. Justice Wright and Mr. Justice Henn Collins at a complimentary dinner at the Hôtel Métropole, in celebration of their recent elevation to the bench. Mr. S. Pope, Q.C., occupied the chair, and about 120 of both the past and present members of the circuit assembled.

The *Illustrated London News* says that the will of the Right Hon. Sir Montague Edward Smith, one of her Majesty's Privy Council, has been proved by Robert Maclean Paul and John Hammett Knott, the executors, net value of the personal estate having been sworn at the sum of £238,615 4s. 6d. After giving certain specific legacies, the testator leaves the residue of his property among his nephews and nieces.

The *Times* understands that the old Appeal Court, Lincoln's-inn (now being used by Mr. Justice Wright), will shortly be converted into a permanent court, and that it will, as was formerly the case, be used by the Lords Justices for the purpose of hearing appeals from the Chancery Division. Should this arrangement be carried out, one of the two Appeal Courts (probably Court II.) would be available as an additional court for the judges of the Queen's Bench Division.

On the 19th inst., upon an adjourned summons in Mr. Justice Kekewich's paper being called on for hearing, the junior counsel, who was alone retained in support of the summons, was not present, and it was stated he was actually engaged in another court, whereupon the summons next on the paper had to be proceeded with. Mr. Justice Kekewich remarked upon the great inconvenience which frequently arose from not employing a leading counsel upon adjourned summonses, especially where, as often happened, the junior counsel had a large practice, requiring his attendance in different courts. When he was practising at the junior bar he always took care to have assistance.

The following are the arrangements made by the judges (Mr. Justice A. L. Smith and Mr. Justice Wright) for holding the ensuing summer assizes on the Northern Circuit—viz.:—The commissions will be opened at Appleby on Wednesday, July 1; at Carlisle on Friday, July 3; at Lancaster on Wednesday, July 8; at Manchester on Monday, July 13; and at Liverpool on Saturday, July 25. Civil and criminal business will commence at Appleby on Thursday, July 2; criminal business will commence at Carlisle on Saturday, July 4, and civil business on Monday, July 6. Civil and criminal business will commence at Lancaster on Wednesday, July 8; at Manchester on Tuesday, July 14; and at Liverpool on Monday, July 27, at eleven o'clock, unless otherwise ordered. The trial of special jury causes will commence at Lancaster on Thursday, July 9; at Manchester on Thursday, July 16; and at Liverpool on Thursday, July 30, at the sitting of the court. On the first day at Manchester and Liverpool the court will not go beyond the tenth common jury case. Where a case has been settled, immediate notice thereof must be given to the associate by the party who entered it.

On the 18th inst., in the House of Commons, Mr. Darling asked the First Lord of the Treasury whether he had observed that, in the *Times* of Tuesday last, it was stated, on the authority of an officer of the High Court of Justice, that it had happened several times lately that a judge had been obliged to take holiday because there was nowhere for him to sit, and that on Monday last two judges were not sitting at all, and that, had they desired to do so, no place could have been found for them in the Royal Courts of Justice; and whether the Government would propose such structural additions as should make the courts adequate to the require-

#### LEGAL NEWS.

##### APPOINTMENTS.

Mr. ALBERT EDWARD CARR, solicitor, of Leeds, Pudsey, and Horsforth, has been appointed a Commissioner for Oaths. Mr. Carr was admitted a solicitor in April, 1885.

Mr. ROBERT DEVEREUX, solicitor, of 14, Billiter-street, E.C., has been appointed a Commissioner for Oaths. Mr. Devereux was admitted a solicitor in February, 1884.

Mr. CHARLES EVANS, solicitor (of the firm of Spencer, Corbett, & Evans),



ments of the judges, or would take appropriate steps to reduce the number of judges in accordance with the number of the courts? Mr. W. H. Smith said: It was so stated in the *Times*, and there is no doubt that the number of courts is insufficient at times under existing arrangements. The subject will be brought under the attention of the First Commissioner of Works. There is no intention of reducing the number of judges. Whenever any of the judges sit at the Guildhall under the Act of this session, relief will, to that extent, be experienced at the Royal Courts of Justice.

The *Daily Telegraph* says: "It will be remembered that in honour of the Queen's Jubilee, the Maske of Flowers originally presented before James I., on the occasion of the marriage of the Earl of Somerset with Lady Frances, daughter of the Earl of Suffolk, was revived at Gray's-inn Hall on July 7, 1887, Mr. Arthur à Beckett being the able master of the revels. In aid of St. Michael's Convalescent Home at Westgate-on-Sea a second revival was, by permission of the benchers and under the patronage of the Lord Chancellor, given on Wednesday afternoon in the fine hall of the Inner Temple; but to what extent the charity will benefit is just now an unknown quantity, for at the last minute a grave difficulty presented itself. The Lord Chamberlain had duly issued a dramatic licence, and there seemed to be no let or hindrance, when, lo! and behold, the county council intimated that, as the building had not duly been licensed by them, the promoters would have to take the consequences. Here, indeed, was a terrible position. A band of lawyers, with the Lord Chancellor at their head, were in parlous danger of being haled before offended justice. Moreover, 450 guineas' worth of tickets had been disposed of. What was to be done? Alas! there was nothing for it but to return the money at the doors as each card of admission was presented. The horrified look of Lord Halsbury, who was present with Lady Halsbury, when a lady innocently said, 'Then I suppose I had better give my guinea to you,' conveyed more than a judicial rebuke. In order to disappoint nobody, the entertainment therefore became 'private theatricals.'"

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, June.....	20	Mr. Godfrey	Mr. Farmer
Tuesday.....	30	Leach	Leach
Wednesday, July.....	1	Godfrey	Farmer
Thursday.....	2	Leach	Rolt
Friday.....	3	Godfrey	Farmer
Saturday.....	4	Leach	Rolt
Date.	APPEAL COURT No. 1.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Monday, June.....	20	Mr. Pugh	Mr. Pemberton
Tuesday.....	30	Beal	Ward
Wednesday, July.....	1	Pugh	Pemberton
Thursday.....	2	Beal	Ward
Friday.....	3	Pugh	Pemberton
Saturday.....	4	Beal	Ward

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**VANITY FAIR CARTOONS.**—A few Complete Sets of the Judges that have appeared in *Vanity Fair* to date are still to be had on application to the Publisher. There are 36 Cartoons in all. Price, per Set, £2 10s. Offices, 182, Strand, London, W.C.—[ADVT.]

**"EUXESIS."**—A DELIGHTFUL SHAVE.—No soap, water, or brush required, only a tube of A. S. Lloyd's *Euxesis* and a razor. Shaving with "*Euxesis*" becomes a pleasure, it softens the stiffest beard and leaves the skin cool, smooth, and free from irritation. The genuine bears two signatures—"A. S. Lloyd" in black, and "Aimee Lloyd" in red ink; refuse all others.—Sold by chemists, perfumers, and stores, or post-free for 1s. 6d. from Lloyd & Co., 3, Spur-street, Leicester-square, London.—[ADVT.]

## WINDING UP NOTICES.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**BARRY PATENT MANURE CO. LIMITED.**—Petn for winding up, presented June 12, directed to be heard on June 27. Clarke, 64 St Helen's, petner in person. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

**ERA STEAMSHIP CO. LIMITED.**—Petn for winding up, presented June 10, directed to be heard before Stirling, J., on Saturday, July 4. Drues & Attlee, Billiter sq., solicitors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2.

**LATTA, LIMITED.**—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to John George Hodgson, Central bldg, North John st, Liverpool.

**ROCK INVESTMENT TRUST, LIMITED.**—Petn for winding up, presented June 13, directed to be heard on Saturday, June 27. Saunders & Co, Coleman st, petners' solicitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

**STERILISE, LIMITED.**—Petn for winding up, presented June 17, directed to be heard on June 27. Woodcock & Co, Bloomsbury sq. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

**WASHINGTON DIAMOND MINING CO. LIMITED.**—Petn for winding up, presented June 17, directed to be heard on Saturday, June 27. Mitchell, Cannon st, petner's solicitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 25.

**WEST LONDON CIVIL SERVICE CO-OPERATIVE SUPPLY STORES, LIMITED.**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Reginald Embleton Emson, 1, Gresham bldg, Basinghall st.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

**COLLIERY TRUST SYNDICATE, LIMITED.**—Petn for winding up, presented June 20, directed

to be heard on July 4. White, New inn, Strand, agent for Richards, Swansea, solicitor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 3.

**MURPHY BROTHERS & HUNTLEY, LIMITED.**—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Finney and Howard Cottrell Banister, 31, Dale st, Liverpool. Bateson & Co, solicitors for liquidators.

**RUSSELL, CORNBER, & CO. LIMITED.**—By an order made by North, J, dated June 19, it was ordered that the voluntary winding up of the company be continued. Clulow & Gould, Gracechurch st, solicitors for petner.

## FRIENDLY SOCIETIES DISSOLVED.

**GREAT DAWLEY FRIENDLY SOCIETY, Unicorn Inn, Little Dawley, Salop.** June 19.

**NOTTINGHAM FEMALE SICK CLUB SOCIETY, Vestry, Methodist Chapel, Halifax pl, Nottingham.** June 19.

**UNION BENEFIT FRIENDLY SOCIETY, Angel Inn, Llansawel, Carmarthen.** June 19.

## CREDITORS' NOTICES.

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, JUNE 9.

**ALLEN, EDWARD FRANCIS, Kepler rd, Clapham, Gent.** July 18. Sladen & Wing, Delahay st, Westminster.

**ALMOND, WALTER HERBERT, Avondale sq, Old Kent rd, Gent.** July 6. Thacker & Co, Cheddie, Stoke on Trent.

**ATKINSON, JAMES, Sheffield, Steel Manufacturer.** July 14. Clegg & Sons, Sheffield.

**BAKER, THOMAS, Whitley, Kellington, Yorks, Blacksmith.** Aug 1. Moxon, L'ontefract.

**BRAY, EAGLAND, Halifax, Grocer.** Aug 1. Walker, Halifax.

**BRAY, THOMAS BLAKEWAY, Church Stretton, Salop, Gent.** Aug 10. Chester & Co, Bedford row.

**CARTER, ANN, Kingston upon Hull, Shopkeeper.** July 1. Jacobs & Dixon, Hull.

**CLAUDE, WILLIAM, Stourbridge, Wares, Rope Manufacturer.** July 21. Harwards & Co, Stourbridge.

**COLA, PESTONJEE BUTTONJEE, Manchester, Commission Agent.** July 31. A. & G. W. Fox, Manchester.

**DALE, MARY ANN, St James's terr, Paddington.** July 8. Saxton & Morgan, Somerset st, Portman sq.

**DIXON, HANNAH, Chatburn.** July 9. Robinson & Sons, Clitheroe.

**DREW, FRANCIS EDWARD, Broadhembury, Devon, retired Major General.** July 10. Buckingham & Son, Exeter.

**DRIVER, JAMES ROTHBY, Halifax, Woolstapler.** July 21. Boock, Halifax; and England, Halifax.

**FINCH, STEPHEN, Baydon, Berks, Yeoman.** Aug 1. Marshall, Devises, Wilts.

**HANBY, JOHN, Rotherham, Grocer.** Aug 1. Osley & Coward, Rotherham.

**HARBOLD, JOSEPH, Great St Helen's, Merchant.** July 31. Munns & Longden, Old Jewry.

**HARVEY, WILLIAM ROSE, Cardiff, Gent.** July 9. Salmon, Cardiff.

**HIBBERT, WILLIAM, Cheetham, Manchester, Manufacturing Antiseptic Chemist.** July 11. Addleshaw & Warburton, Manchester.

**HILL, MARIA, Landport, Eating House Keeper.** July 20. King, Landport.

**HOFFMANN, CHARLES WILLS, Reading, Solicitor.** July 18. Cooper & Co, Birchin lane.

**HOLDEN, EDWIN, Tunbridge Wells, Poulterer.** July 30. Rooke & Sons, Lincoln's inn fields.

**HUGHES, ROBERT, Birmingham, Gun Manufacturer.** July 23. Pounton, Birmingham.

**HUNTER, JAMES ROBINSON, Fenchurch st, Wine Merchant.** Aug 4. Potter & Co, King st, Cheapside.

**HURRY, FRANCIS SHACOME, Rusholme, Manchester.** July 16. Hops, Atherton and Wigan.

**IRVINE, ELIZABETH ANN, Southend, Essex.** July 1. Theobald, Fumival's inn.

**JENKINS, CLAUD HENRY, Adelaide, South Australia, Esq.** Sept 30. Clarke & Co, Old Broad st.

**JONES, WILLIAM, 13 Wharf, Wharf rd, City rd, Slate Merchant.** July 23. Levy, Sarney st, Strand.

**MOON, ISABELLA, Portadown rd, Maids Vale.** July 14. Moon & Co, Lincoln's inn fields.

**MORTON, ELIZA, Heath, nr Wakefield.** July 18. Harrison & Co, Wakefield.

**MURCH, CHARLES JEROM, Figtree ct, Temple, Esq., Barrister at Law.** July 6. Crowdy, Arundel st, Strand.

**LEA, JOHN, Queen Victoria st, Iron Merchant.** August 1. Lovell, Finsbury square.

**LORD, HENRIETTA, Birkenhead.** July 11. Reinhardt, Birkenhead.

**LOUGHTON, RICHARD DE WYCH, Birmingham, Builder.** June 27. Smith, Birmingham.

**POWELL, HENRIETTA, Ventnor, I.W.** July 6. Powell & Rogers, Essex st, Strand.

**REES, JAMES, Redhill, Surrey, Surveyor.** July 18. Phillips, Redhill.

**RENNIE, JULIET CURTIS, Rue Francois Premier, Paris.** July 13. Kingsford & Co, Essex st, Strand.

**ROBINSON, HENRY, late of Gainsborough, Gent.** Aug 1. Iverson & Son, Gainsborough.

**RUSSELL, MARY, Beckingham, Notts.** Aug 1. Iverson & Son, Gainsborough.

**SHARPE, WILLIAM GRANVILLE, Longhope, Glos, Esq.** July 31. J E Fox & Co, Arundel House, Victoria Embankment.

**SIMPSON, JOHN, Normanton, Yorks, Grocer.** July 21. Harrison & Co, Wakefield.

**SLOANE, JOHN SLOANE, St John st, Smithfield, Merchant.** July 11. Young & Co, St Mildred's crt, Poultry.

**SMITH, ALEXANDER, Oswaldtwistle, Lancs, Blacksmith.** July 6. Sprake, Acerrington.

**STRANGE, MARY ANNE, Elvaston pl, Kensington.** July 2. Small, Burton on Trent.

**TAYLOR, MARY, Heath, nr Wakefield.** July 18. Harrison & Co, Wakefield.

**WALDRON, WILLIAM HENRY, Worcester, Music Dealer.** July 9. Tree, Worcester.

**WALTON, ELIZABETH, Sunny Bank, Sheffield.** Aug 4. Rodgers & Co, Sheffield.

**WATSON, GEORGE EDWARD, Alnwick, Coroner.** July 10. Percy, Alnwick.

**WESTBY, WILLIAM, Bolton, Warehouseman.** July 16. Hope, Atherton and Wigan.

**WILLIAMS, GEORGE, Scorrier House, Cornwall, Esq.** July 1. Tyacke, Helston.

**WILSON, ELIZABETH, Ventnor, I of W.** July 21. Fairbrother, Leadenhall st.

**WIPPENY, JOHN, Wyke, Birstal, Yorks, Gent.** Aug 1. Emaley & Co, Leeds.

**WOODBRIE, WILLIAM, Maidenhead, Berks, retired Builder.** July 10. Weed, Maidenhead.

*London Gazette.*—FRIDAY, JUNE 12.

**BAKER, GEORGE, Tavistock cres, Notting hill, Gent.** Aug 1. Hortin, Edgware rd.

**BARLOW, HENRIETTA, Rutland gate, Hyde pk.** July 15. Bowliags & Co, Essex st, Strand.

**BIRKS, ELEANOR SARAH, Hanley, Staffs.** July 15. Mayer, Burnley.

**BONNEY, JOHN, Chertsey, Surrey, Brickmaker.** July 18. Wontner & Sons, Ludgate hill.

**BOTTERILL, BELLA, M rket Weighon, Yorks.** Aug 1. Robson, Pocklington.

**BRIDGWOOD, ALICE CLARKE, Tunstall, Staffs.** July 31. Llewellyn & Ackrill, Tunstall.

BRIDGWOOD, HARRIET, Tunstall, Staffs. July 31. Llewellyn & Ackrill, Tunstall  
 BRIDGWOOD, JESSE, Tunstall, Staffs, Manufacturer. July 31. Llewellyn & Ackrill, Tunstall  
 BROADHURST, ANN, Walsall. Aug 12. Wilkinson & Co, Walsall  
 BUTLER, MARY, Ramsbury, Wilts. July 10. Phelps, Ramsbury  
 CRAISWELLER, CHARLES, Barnstaple, Gent. July 4. Harding & Son, Barnstaple  
 CRAWFORD, BARTHOLOMEW, Belvedere, Kent, retired Solicitor's Clerk. July 6. Bowlings & Co, Essex st, Strand  
 DIXON, ANN, Hyde, Chester. Aug 18. Brownson, Hyde  
 DODDS, WALTER, Newcastle upon Tyne, Gent. June 25. Armstrong & Sons, Newcastle upon Tyne  
 EARL, EDWARD FRANKLYN, High st, Acton, Baker. July 23. Brown, Lincoln's inn fields  
 EMPSALL, JONAS, Brighouse, Yorks, formerly Contractor. Aug 7. Barber & Oliver, Brighouse  
 FORD, WILLIAM JAMES, The Boltons, South Kensington, Esq. June 30. Blunt & Lawford, Grosvenor st  
 FOWLER, WILLIAM HENRY, Somerset ter, High rd, Tottenham, Draper. July 31. Bartlett Bush lane  
 GASTON, ELLEN LAVINIA, Burgess Hill, Sussex. July 22. Nield, Monument Station bldgs  
 GODDEN, HENRY JAMES, Lime st, Solicitor. July 15. Godden & Creeke, Lime st  
 GREEN, GEORGE, Newton by Hyde, Chester, Storekeeper. Aug 1. Brownson, Hyde  
 HALL, MORTIMER, Thaxted, Essex. July 12. Treadwell, Queen Victoria st  
 HIPWELL, ELIZABETH, Sharnbrook, Beds. July 8. Douglas, Market Harborough  
 HOLMES, THOMAS, Bristol, Wine Merchant. Aug 1. Harwood & Boutflower, Bristol  
 LEE, JOHN BIELBY, Moss Side, nr Manchester, Gent. July 31. A & G W Fox, Manchester  
 MOON, ISABELLA, Portdown rd, Maida Vale. July 14. Moon & Co, Lincoln's inn fields  
 MOORE, ROBERT EDWARD, Antony, Cornwall, Solicitor. August 10. Wilson & Loye, Plymouth  
 MUSTHIN, SARAH, Littlehampton, Sussex. July 18. Verrall, Worthing  
 NIVEN, ROBERT, St Helen's place, Merchant. July 21. Bartlett, Bush lane  
 NUN, LORENZO NICKSON, Arundel sq, Barnsbury, Barrister at law. July 11. Lidard & Co, Great James st, Bedford row  
 PEARMAN, GRACE, Spennithorne, nr Bedale, Yorks. October 1. Maughan, Middleham  
 PERKINS, HENRY BAKER, Seville, Spain, Cork Merchant. July 24. Sedgwick & Sharman, Broadway, Stratford  
 PINE, SIR BENJAMIN CHILLY CAMPBELL, Garail, Argyll, K.C.M.G. July 30. Cookson & Co, Lincoln's inn fields  
 RADLEY, JOHN, Yew, nr Tickhill, Yorks, Gent. July 8. Saunders & Co, Wath upon Dearne, nr Rotherham  
 REDDING, WILLIAM, Watney st, Commercial rd, East, Grocer. July 30. Sheffield & Co, St Swithin's lane  
 REEVES, MARY ELIZABETH, Kensington gate, Hyde Park. Aug 10. Collinson & Co, Bedford row  
 ROBERTSON, HENRY LARKINS, Lemington rd Villas, Westbourne Park, General. July 13. Collins, Farnival's inn  
 SEDDING, JOHN DAVISO, Oxford st, Architect. July 30. Leefe & Leefe, Quality crt, Chancery lane  
 SMITH, THOMAS, Marylands rd, Paddington, Builder. Aug 1. Horton, Edgware rd  
 STANLEY, JOHN, Ashton under Lyne, Gent. July 21. Clayton, Ashton under Lyne  
 STEWART, HENRY CATLEY, Wadsworth, Herts, Accountant. Aug 1. G & W Webb, Austin friars  
 SWINDES, JOHN BUSTARD, Chesterfield, Pawnbroker. Aug 1. Alderson & Co, Sheffield and Eekington  
 THOMAS, MATILDA, Brixton hill. July 16. Freeman & Son, Gutter lane, Chapside  
 THOMPSON, CHARLES, Hunslet, Leeds, Cloth Drawer. July 15. Clarke & Son, Leeds  
 THOMPSON, SARAH, Waterloo rd North, Wolverhampton. July 28. Flewker & Page, Wolverhampton  
 TYLER, ELIZABETH, Alrewas, nr Burton on Trent, Boathouse Keeper. July 15. Russell, Lichfield  
 WHITE, JOSEPH, Burnley rd, Stockwell. July 10. Carr & Martin, Great Tower st  
 WHITTING, REGINALD, York, Colonel Commanding 14th Regimental District at York. July 15. Harnbury & Co, New Broad st  
 WILSON, EMILY MARLE, Wyndatt st, Goswell rd. July 25. Cree & Sons, Gray's inn sq  
 WOODMAN, CHARLES EDWARD SOMERVELL, Eastbourne, Commander R.N. July 11. Cooke & Co, Bristol  
 WRIGHT, HENRY, Grundisburgh, Suffolk, Relieving Officer. July 26. Welton, Woodbridge  
 YOUNG, GEORGE WILLIAM HENRY, Pavilion yard, Whitechapel, Gent. July 8. Ward & Aspin, Lime st

*London Gazette.—TUESDAY, June 16.*  
 AUBREY, MARY, Walter rd, Swanssea. Aug 1. Stricks & Bellingham, Swanssea  
 BATE, JOHN, Hanford, Stoke upon Trent, Innkeeper. July 31. Holton, Stoke upon Trent  
 DAWSON, MARY ANN, Hanover terr, Regent's pk. July 11. Burton & Co, Lincoln's inn fields  
 ELLIOTT, THOMAS, Uxbridge. July 15. Wills, Uxbridge  
 ELLIS, HOB CHARLOTTE ISABELLA, Eastbourne. Aug 1. Helmore, Lancaster pl, Strand  
 FIRTH, TIMOTHY KEIGHLEY, Leeds, Draper. Aug 1. Bromet & Sons, Leeds  
 FISHER, SARAH, Pembury rd, Lower Clapton. July 25. Wragg, Gt St Helens  
 FLEXMAN, ANN, Greenbank, Plymouth. July 18. Wilson & Loye, Plymouth  
 FORDHAM, HERBERT, Olney, Cambs, Brewer. July 21. Fordham, Birmingham  
 FOSTER, HANNAH, Monkwearmouth, Durham. July 25. J & W J. Robinson, Sunderland  
 GLOVER, THOMAS, Knowle, Warwick, Builder. July 27. King & Ludlow, Solihull  
 GOSW, EMMA, Braintree, Essex. Aug 12. Veley & Cunningham, Braintree  
 GRIFFIN, THOMAS, Westbury upon Trym, Bristol, Gent. July 18. Broad & Co, Bristol  
 HEPPLE, HANNAH, North Shields. Aug 1. Adamson, North Shields  
 HIGGINS, JANE, Warton, nr Carnforth, Lancs. July 6. Sharp & Son, Lancaster  
 HODGSON, ALICE, Doncaster. July 25. Pratt & Hodgkinson, Newark, and Marsh & Son, Rotherham  
 HODGSON, ROBERT, Sheffield, formerly Saddler. July 25. Webster & Styling, Sheffield  
 HOPKINS, GEORGE DOUGLAS, King Henry's rd, Civil Engineer. July 15. Jacobs & Weldon, St Helen's pl, E.C.  
 HOUGHTON, SARAH ALICE, Bottle, nr Liverpool. July 4. Richards & Mullock, Liverpool  
 JACKSON, EDWARD, Condon, Durham, Farmer. July 21. Trotter & Co, Bishop Auckland  
 JARVIS, JOHN, Earlsfield rd, Wandsworth Common, Esq., L.L.D. July 31. Wynne & Co, Chancery lane  
 KERRIAT, JAMES EDWARD, Hospital for Consumption, Brompton, Physician. July 23. Lydall, John st, Bedford row  
 LEWIS, WILLIAM PRICE, Llynnewydd, Carmarthen, Hon. Col. of Royal Artillery Militia. July 31. Barker & Co, Carmarthen  
 LIEPMANN, GUSTAV, Latham grs, Kensington, Merchant. Aug 1. Robinson & Standen, Leeches  
 MACKINTOSH, EMMA, Catford, Kent. July 20. T T & E Ford, Philpot lane  
 MARSH, WILLIAM WHALEY, Leeds, Gent. Aug 3. Foster, Commercial st

MOORLEY, HENRY, Kidderminster, Gent. Aug 12. Crowther, Kidderminster  
 MOTLEY, JAMES BATTRAM, Central Meat Market, Smithfield, Meat Salesman. July 20. Bryson & Wells, Basinghall st  
 MURTON, MARY ANN, Faversham, Kent. July 27. Aldridge & Co, Bedford row  
 NEWBOLD, JOSEPH, Bury, Gent. July 1. Openshaw, Bury  
 NEWCOMB, EDWARD WILLIAM, Leavesdon Vicarage, nr Watford, Herts, Clerk in Holy Orders. July 12. Wood, Finsbury circus  
 OAKES, SAMUEL, Widnes, Lancs, Labourer. July 18. Peters, Widnes  
 PARK, JANE, Southport. July 25. Morecroft & Co, Liverpool  
 PERKINS, HARRIET, Tipton, Staffs. July 1. Thorne & Haslam, Wolverhampton  
 RHODES, JANE, Addington Manor, nr Winslow, Bucks. July 31. Gosnell & Tierney, Finsbury pavement  
 ROXBURGH, SIR FRANCIS, QC, Westbourne terr, Hyde pk, Judge of County Courts. July 28. Lewin & Co, King st, Whitehall  
 SELLWOOD, ELIZABETH, Axminster, Devon. July 31. Forwood, Axminster  
 SHAW, MARY, Denby, Derby. Sept 29. Wheatcroft, Belper  
 SHELTON, RICHARD, Forton-in-the-Moors, Staffs, Labourer. Sept 20. Heaton & Son, Burnley  
 STEPHENS, SAMUEL, Ebley, nr Stroud, Glos, Woollen Cloth Maker. Sept 30. Winterbotham & Sons, Stroud  
 TREBET, ALBERT, Kaukapakapa, Auckland, New Zealand. Oct 31. Peake & Co, Bedford row  
 WILLIAMS, THOMAS HUMPHREY, Dolgelly, Merioneth, Esq. July 11. Millard, Dolgelly  
 WILSON, HENRY, Sheffield, Hosier. Sept 1. Porrett, Sheffield  
 WOOD, JOHN, Sheffield, Coal Merchant. July 16. Branson & Son, Sheffield

*London Gazette.—FRIDAY, June 19.*

ALBAN, EVAN, Wellypridd, Cardigan, Clerk. Aug 1. Smith & Co, Aberystwyth  
 ALMOND, WALTER HERBERT, Oakdene, Old Kent rd, Gent. July 6. Thacker & Co, Cheshire  
 BAILEY, JOHN HARVEY JOHNSON, Ebury st, Piccadilly, Esq. July 17. Gover, Queen st Chapside  
 BALL, JOHN, Melksham, Wilts, Retired Furniture Dealer. July 25. Smith, Melksham  
 BENNINGTON, SARAH, Northgate st, Bury St Edmunds. July 27. Welton, Woodbridge  
 BILLING, ROBERT PERCY, Walton, near Chesterfield, Auctioneer. July 23. Jones & Middleton, Chesterfield  
 BRETT, MARY ANN, Bishop's Stortford, Hertford. July 12. Acklands & Nockolds, Bishop's Stortford  
 BROOKS, JOHN, Christchurch rd, Surrey. July 8. Bunker, Union grove, Clapham  
 CLAYTON, LEDIA, Chipping Norton, Oxford. July 30. Wilkins, Chipping Norton  
 COLBOENE, JAMES, Wellow, Somerset, Blacksmith. July 11. Timmins, Bath  
 COX, SIDNEY, Bromley, Kent. July 18. Dod & Co, Berners st  
 DEE, EMILY, Harleyford rd, Vauxhall, July 18. Snow & Co, Gt St Thomas Apostle, E.C.  
 DENT, WILLIAM, Newcastle st, Strand, Lead Merchant. July 23. Gillman, Southampton st, High Holborn  
 DUMMETT, CHARLES HENRY, Inverness terrace, Hyde Park, Esq. Aug 15. Davies, Sherborne lane  
 EVANS, JOHN, Oxford, Caretaker. Aug 1. Walsh, Oxford  
 FISH, RICHARD, Denton, Lancaster. July 15. Knight, Manchester  
 FLATAU, JACOB, Hanover terr, Regent's pk, Merchant. Aug 5. Emanuel & Co, Walbrook  
 GARVEY, JOHN, Liverpool, Cotton Dealer. July 17. Yates & Johnson, Liverpool  
 GREEN, CHARLES, Minster Lovell, Oxford, Farmer. Aug 1. Westell & Son, Witney  
 GUEST, ANN, Bolton, Lancaster. July 13. Ryley, Bolton  
 HARPER, THOMAS, New Bridge st, Newcastle upon Tyne, Coal Merchant. July 15. Arnott & Co, Newcastle upon Tyne  
 HAWES, JOHN MELLINER, Holland rd, Kensington, Gent. July 20. Gunnell, Godliman st, Doctors' Commons  
 HELMORE, FREDERICK WILLIAM, Piccadilly, Coal Merchants. Aug 5. Emanuel & Co, Walbrook  
 HIPWELL, ELIZABETH, Sharnbrook, Bedford. July 8. Douglas, Market Harborough  
 HOYMAN, ARTHUR, Pall Mall, Esq. July 20. Long, Norfolk st, Strand  
 IMBEE, JOHN, Clark st, Stepney, Butcher. Aug 1. Gardner, Leadenhall st  
 KERSHAW, JAMES, Oldham, Machine Fitter. July 10. Taylor, Oldham  
 KIERMAN, MAJOR THOMAS, St James's sq. Aug 1. Campbell & Co, Warwick st, Regent st  
 KILLICK, WILLIAM, Bishop's Waltham, Gent. July 31. Gater, Bishop's Waltham  
 KNIGHT, ALICE, Montagu st, Russell sq. July 25. Valpy & Co, Lincoln's inn fields  
 LAW, CORNELIUS, Manchester, Solicitor. Aug 1. Innes, Manchester  
 MACKINTOSH, EMMA, Catford, Kent. July 20. Ford, Philpot lane  
 McVEAGH, MARY ANN PALMER, Cambridge grds, North Kensington. July 31. Neal, Lime st  
 MARKS, EDWARD, Liverpool. July 17. Levy & Robinson, Liverpool  
 MARSH, ELLEN, Regent rd. July 17. Parkinson & Hess, Liverpool  
 McCULLOCH, JOHN, Adelaide, South Australia, Squatter. August 5. Bonnin & Glenister, Adelaide  
 PENDLEBURY, WILLIAM OWEN, Farnworth, Lancaster, Licensed Victualler. August 30. Hulton & Co, Bolton  
 PHILLIPS, JOSEPH, Great Prescott st, Whitechapel. July 16. Myers, Wormwood st, Old Broad st  
 RAYNER, HENRY WILLIAM, Herne Bay, Kent, Draper. June 30. Jones, Herne Bay  
 RAYNER, WILLIAM VINCENT, Hackney, Licensed Victualler. August 21. Jones & Co, Hastings  
 ROBINSON, FRANCES, High st, Marylebone. July 31. Freeman & Son, Gutter lane, Chapside  
 ROUTLEDGE, JOHN, Tondy, Glamorgan, Traffic Superintendent. July 20. Stockwood, Bridgend  
 SAMUEL, MICHAEL, Warwick rd, Maida Vale, Gent. Aug 5. Emanuel & Co, Walbrook  
 SMITHURST, JOHN, Blackrod, Lancashire, Coal Miner. July 24. Peage & Ellis, Wigan  
 SPEED, CHARLES, Sheffield, Silver Finisher. July 27. Rodgers & Co, Sheffield  
 SUMMERFIELD, JAMES, Newcastle upon Tyne, Gent. Aug 1. Joel & Parsons, Newcastle upon Tyne  
 TILLEY, WILLIAM, Huntepill, Somerset, Gent. July 24. Poole & Son, Bridgwater  
 TIERMAN, JAMES, Loftus, Farmer. July 23. Jackson & Jackson, Middlesbrough  
 TONY, WILLIAM JAMES, Edith grove, Fulham rd. Aug 1. Young & Co, Essex st, Strand  
 VAUGHAN, CATHERINE, Bromley, Kent, Labourer. July 30. Surr & Co, Abchurch lane  
 WARREN, SAMUEL GRATRIX, Altrincham, Chester, Grocer. July 18. Cave & Laycock, Altrincham  
 WATSON, ROBERT GALSWORTHY, Stanhope st. July 10. Galsworthy, Old Jewry chambers  
 WESTERMAN, ROY EDWARD, Elton, Lancaster. July 31. Woodcock & Co, Bury  
 WHEELER, CHARLOTTE, Eccleston sq. July 27. Merriman & Co, Austin friars  
 WILLET, CHARLES VERRALL, Shoreham, Sussex, Surgeon. July 18. Mills, Chancery lane



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 19.

## RECEIVING ORDERS.

ACOCK, JAMES, Cheltenham, Grocer Cheltenham Pet June 15 Ord June 15  
 ANDERSON, FREDERICK WALTER, Hastings, Builder Hastings Pet May 23 Ord June 13  
 ANDERSON, WILLIAM, Newmarket, Cambridgeshire, Tailor Cambridge Pet June 3 Ord June 17  
 ASHCROFT, WILLIAM, 74, Fleet st, Brewer High Court Pet April 7 Ord June 16  
 BAKER, JOHN, Eccleshall, Staffordshire, no occupation Stafford Pet June 16 Ord June 16  
 BAMBER, ROBERT STEPHENSON, Skegness, Lincolnshire Plumber Boston Pet June 16 Ord June 16  
 BISHOP, WILLIAM, Newport, Mon, Saddler Newport, Mon Pet June 15 Ord June 15  
 BLYTH, HENRY JOHN, Gt Yarmouth, Watchmaker Gt Yarmouth Pet June 15 Ord June 15  
 BOSDET, A., and Co, Dashwood house, Old Broad st, Company Promoters High Court Pet April 7 Ord June 16  
 BUTSON, H. R., Swinton st, Gray's inn rd, Builder High Court Pet April 9 Ord June 19  
 CARVER, CHARLES, Chichester, Coaldealer Brighton Pet June 15 Ord June 15  
 CLIFFORD, RICHARD CHROMTON, Bradford, Artist Bradford Pet June 15 Ord June 15  
 COX, JOHN HAWTHRY REGINALD, Brighton, Captain Brighton Pet May 30 Ord June 16  
 CRESST & Co, Hornsey rd, Brewers High Court Pet May 29 Ord June 16  
 CROFT, OTTWELL, Hawkhead, Lancs, Licensed Victualler Kendal Pet June 15 Ord June 15  
 DAVIES, JOHN, New Bond st, Dining house Keeper High Court Pet June 15 Ord June 15  
 FLOYD, CHARLES ASHBURNHAM, Dagmar terr, Islington, Gent High Court Pet June 17 Ord June 17  
 HIGGINS, WILLIAM, Cheriton, nr Alresford, Hants, no occupation Winchester Pet May 6 Ord June 17  
 HINDLEY, ROSETTA, Liverpool, Widow Liverpool Pet June 16 Ord June 16  
 HOSKING, RICHARD, Dalton in Furness, Engineer Ulverston and Barton Furness Pet June 17 Ord June 17  
 HUMPHRIES, THOMAS, Bloxwich, Staffs, Licensed Victualler Walsall Pet June 16 Ord June 16  
 KNOWLMAN, CHARLES HENRY, High rd, Kilburn, Tobacconist High Court Pet June 15 Ord June 15  
 LEWIS, JOSEPH, and JAMES PERSTON, New Humberstone, Leics, Bootmakers Leicester Pet May 30 Ord June 16  
 LOWE, FREDERICK, Long Eaton, Derbyshire, Lace Operative Derby Pet June 17 Ord June 17  
 LUCKETT, FREDERICK, Birmingham, out of business Birmingham Pet June 17 Ord June 17  
 MALCOLM, MESSRS., Essex rd, Islington, Printers High Court Pet April 10 Ord June 13  
 MALLINGS, JAMES, Woolwich, Lawn Tennis Manufacturer Greenwich Pet June 11 Ord June 11  
 MANSEL, Sir Richard, Bart, Rainsgate, no occupation High Court Pet May 21 Ord June 17  
 MARTIN, FRANK, Wardour, Wills, Painter Salisbury Pet June 8 Ord June 16  
 MOUNTFORD, SAMUEL TOWNSEND, Worcester, Restaurant Proprietor Worcester Pet June 16 Ord June 16  
 PERCY, HERBERT GEORGE, and JAMES VANE, Little Queen st, Holborn, Tailors High Court Pet June 16 Ord June 16  
 POWELL, CHARLES HENRY, Birmingham, Baker Birmingham Pet June 12 Ord June 16  
 REDDING, EDWARD, Birmingham, Butcher Birmingham Pet June 15 Ord June 15  
 RICHARDS, JOSEPH, Goldsmithy, St Hilary, Cornwall, Grocer Truro Pet June 5 Ord June 15  
 SHAW, HENRY, Roman rd, Old Ford, Ironmonger High Court Pet June 16 Ord June 16  
 SINGLETON, HENRY, Tetford, Lincolnshire, Grocer Lincoln Pet June 15 Ord June 15  
 STEER, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet June 15 Ord June 15  
 STOKES, THOMAS, Alfreton, Derbyshire, Joiner Derby Pet June 16 Ord June 16  
 SWAIN, ARTHUR, Bath, Plumber Bath Pet June 16 Ord June 16  
 THOMAS, JAMES, Maesteg, Glamorganshire, Ironmonger Cardiff Pet June 15 Ord June 15  
 THWAITES, HARRY ALBERT, Handsworth, Staffordshire, Stationer Birmingham Pet June 17 Ord June 17  
 TWEDDALE, SAMUEL JOSEPH, Guildford, Licensed Victualler Guildford Pet June 16 Ord June 16  
 WARBURTON, JOHN LEE, Hollingworth, Cheshire, Grocer Ashton under Lyne Pet June 15 Ord June 15  
 WARNE, JOHN, Blackfriars rd, Pewterer High Court Pet June 16 Ord June 16  
 WATERHOUSE, JOSEPH, Oldham, Draper Oldham Pet June 16 Ord June 16  
 WILSON, ROBERT, Leeds, Boot Manufacturer Leeds Pet June 15 Ord June 15  
 YATES, JOHN, Kidderminster, Grocer Kidderminster Pet June 13 Ord June 13  
 YOUNG, GEORGE, Gray's inn rd, Holborn, Leather Seller High Court Pet June 17 Ord June 17

## FIRST MEETINGS.

ALSO, WILLIAM, Maesteg, Glam, Draper June 30 at 11 Off Rec, 29, Queen st, Cardiff  
 BAKER, JOHN, Eccleshall, Staffs, no occupation June 30 at 11.30 Off Rec, St Martin's pl, Stafford  
 BISHOP, WILLIAM, Newport, Mon, Saddler June 23 at 12 Off Rec, Gloucester Bank chmbs, Newport, Mon  
 BLYTH, HENRY JOHN, Gt Yarmouth, Watchmaker June 27 at 12.30 Off Rec, King st, Norwich  
 BOWMAN, O. A., Queen Victoria st, July 3 at 11 33, Carey street, Lincoln's inn fields  
 BROADWAY, BISHOP AND ALEXANDER WILLIAM EDWARD, Lurline gids, Battersea pk, Physician July 2 at 11.30 24, Railway approach, London Bridge

CAFFYN, ROBERT, Redhill, Surrey, out of business June 26 at 11.30 24, Railway approach, London Bridge  
 CLIFFORD, RICHARD CHROMTON, Bradford, Artist June 29 at 11 Off Rec, 31, Manor row, Bradford  
 CONNOR, PETER, Liverpool, Metal Merchant June 30 at 2 Off Rec, 35, Victoria st, Liverpool  
 CRALLAN, WILLIAM SMITH, South Stockton, Yorkshire, Furniture Dealer July 1 at 3 Off Rec, 8, Albert road, Middlesbrough  
 DARE, WILLIAM, Cardiff, Monumental Sculptor June 30 at 11 Off Rec, 29, Queen st, Cardiff  
 EVANS, JOHN, Coychurch Higher, nr Bridgend, Schoolmaster July 6 at 10.30 Off Rec, 29, Queen's st, Cardiff  
 FOLKS, WILLIAM THOMAS, Great Tower st, Wine Merchant July 1 at 2.30 33, Carey st, Lincoln's inn fields  
 FOOT, HENRY BOND, Glemsford, Suffolk, Silk Manufacturer July 8 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 GILLARD, THOMAS PETHICK, Advent, nr Camelford, Cornwall, Farmer June 29 at 3 Royal Hotel, Bodmin  
 GRAHAM, A H E, Egerton gids June 30 at 11 Bankruptcy bldgs, Lincoln's inn fields  
 GREENHOW, ROBERT RALPH, Cardiff, Coal Exporter June 29 at 3 Off Rec, 29, Queen st, Cardiff  
 HARDWICK, JOSEPH WAGER, Manningsham, York, Brush Manufacturer June 29 at 10.30 Off Rec, 31, Manor row, Bradford  
 HARDY & Co, W A, Nottingham, Timber Merchants June 27 at 1 Off Rec, St Peter's Church walk, Nottingham  
 HECKSCHER, RICHARD, Jun, Lombard st, Financial Agent June 30 at 1 33, Carey st, Lincoln's inn fields  
 LARKIN, EDGAR ALBERT COOPER, Millbank, Hoath, Kent, Engineer June 26 at 10 Off Rec, Canterbury  
 LEA, HENRY WRIGHT, Hastings, Lodging house Keeper June 29 at 1 Young & Son, Bank bldgs, Hastings  
 LEADBEATER, JOHN, Hulme, Lancashire, Watchmaker June 25 at 3 Off Rec, Ogden's chmbs, Bridge st, Manchester  
 LEWIS, STEPHEN, Cardiff, Coal Merchant June 29 at 2.30 Off Rec, 29, Queen st, Cardiff  
 MABEN, JAMES, Darlington, Draper July 1 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 MASON, ELIZABETH SUSANNAH, Middlesbrough, Hair Dresser July 1 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 MILLAR, W H V, New Bond st July 1 at 1 33, Carey st, Lincoln's inn  
 OAKLEY, JOHN GREEN, Walsall, Staffordshire, Horse Collar Manufacturer July 1 at 10.30 Off Rec, Walsall  
 PAGE, CHARLES FREDERICK, Norwich, Tobacconist June 37 at 12 Off Rec, 8, King st, Norwich  
 PERCIAVAL, JAMES, Grinton, Yorkshire, Miller June 29 at 11.30 Court house, Northallerton  
 PIKE, FREDERICK JAMES, Cardiff, Butcher June 30 at 2.30 Off Rec, 29, Queen st, Cardiff  
 PLACE, THOMAS, Stockton on Tees, Railway Guard July 1 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 RIVETT, JOHN RICHARD, Caledonian rd, Boot Dealer July 2 at 11 33, Carey st, Lincoln's inn  
 SANSON, WILLIAM, Nottingham, Brushmaker June 26 at 11 Off Rec, St Peter's Church walk, Nottingham  
 SMITH, ANDREW, and WALTER COLLIER, Aldermanbury, Patentes July 2 at 12 33, Carey st, Lincoln's inn fields  
 SWARDE, DAVID JENKINS, and REBECCA SWARDE, Bishops-gate st, Cigar Merchants July 3 at 12 33, Carey st, Lincoln's inn fields  
 THOMAS, DAVID, Llanaelcaw, Carmarthen, Licensed Victualler July 4 at 10.30 Off Rec, 11, Quay st, Carmarthen  
 VENNER, RICHARD, Plough rd, New Wandsworth, Egg Merchant July 3 at 12.30 Court house, Wandsworth  
 WALKER, ROBERT, Hastings, Insurance Agent June 29 at 12.30 Young & Son, Bank bldgs, Hastings  
 YOUNG, ROBERT JOHN, Torrington, Devonshire, Assistant Chemist July 1 at 3 Off Rec, 8, Albert rd, Middlesbrough

## ADJUDICATIONS.

ACOCK, JAMES, Cheltenham, Grocer Cheltenham Pet June 15 Ord June 15  
 BAKER, JOHN, Eccleshall, Staffordshire, no occupation Stafford Pet June 16 Ord June 16  
 BAMBER, ROBERT STEPHENSON, Skegness, Lincolnshire Plumber Boston Pet June 15 Ord June 16  
 BENNINGFIELD, ARTHUR, Cheapside, Commission Agent High Court Pet Jan 21 Ord June 16  
 BILLING, JOSEPH EDWARD, Hanworth rd, Hounslow, Builder Brentford Pet May 2 Ord June 15  
 BISHOP, WILLIAM, Newport, Mon, Saddler Newport, Mon Pet June 15 Ord June 15  
 BLYTH, HENRY JOHN, Gt Yarmouth, Watchmaker Gt Yarmouth Pet June 15 Ord June 15  
 CARVER, CHARLES, Chichester, Coaldealer Brighton Pet June 15 Ord June 15  
 CROFT, OTTWELL, Hawkhead, Lancashire, Licensed Victualler Kendal Pet June 15 Ord June 15  
 DAVIES, JOHN, Bond st, Dining House Keeper High Court Pet June 15 Ord June 15  
 FOLKS, WILLIAM THOMAS, Gt Tower st, Wine Merchant High Court Pet June 6 Ord June 16  
 GREEN, JAMES, High Knowles in Lees, Ashton under Lyne, Brush Manufacturer Ashton under Lyne Pet June 11 Ord June 17  
 HEPWORTH, ALFRED, Dewsbury, Woollen Draper Dewsbury Pet June 10 Ord June 13  
 HINUS, GEORGE, Kingston, Surrey, Tailor Kingston, Surrey Pet May 29 Ord June 17  
 HINDLEY, ROSETTA, Liverpool, Widow Liverpool Pet June 16 Ord June 16  
 HIRST, JOHN, Dewsbury, out of business Dewsbury Pet June 5 Ord June 13  
 HOGE, ALFRED SINNETT, New Malden, Surrey, of no occupation Kingston, Surrey Pet Jan 19 Ord Feb 18  
 HOWES, GEORGE GIFFARD, Littleborough, Lancashire, Tailor Oldham Pet May 28 Ord June 16  
 HUGHES, ARTHUR, in the Receiving Order described as A. E. Hughes, Plymouth, Clerk in Holy Orders East Stonehouse Pet May 13 Ord June 17

JENKINS, JOHN, Liverpool, Fancy Draper Liverpool Pet June 3 Ord June 17  
 KEMBLE, JOHN, Reading, Egg Merchant Reading Pet June 4 Ord June 13  
 KNIGHT, HENRY, East Moseley, Surrey, Fishmonger Kingston, Surrey Pet Jan 19 Ord Feb 18  
 LATHAM, JOHN, Sandbach, Cheshire, Clerk to the Guardians Macclesfield Pet Apr 24 Ord June 17  
 LOWE, FREDERICK, Long Eaton, Derbyshire, Lace Operative Derby Pet June 16 Ord June 17  
 LUCKETT, FREDERICK, Birmingham, out of business Birmingham Pet June 17 Ord June 17  
 MEENE, FREDERICK LOUIS PHILIP, Wakefield, Pork Butcher Wakefield Pet April 15 Ord June 11  
 MOUNTFORD, SAMUEL TOWNSEND, Worcester, Restaurant Proprietor Worcester Pet June 16 Ord June 16  
 NEWBERRY, GEORGE, Station rd, South Norwood, Auctioneer Croydon Pet June 9 Ord June 16  
 PAGE, CHARLES FREDERICK, Norwich, Tobacconist Norwich Pet June 13 Ord June 13  
 RADFORD, ALFRED JAMES, Bury St Edmunds, Butcher Bury St Edmunds Pet June 6 Ord June 17  
 SCUDAMORE, WILLIAM HUBERT, Pontypriid, Butcher Pontypriid Pet June 11 Ord June 15  
 SIMPSON, JOHN, Smallthorne, Staffs, General Furnisher Hanley Pet May 29 Ord June 16  
 SINGLETON, HENRY, Tetford, Lincs, Grocer Lincoln Pet June 15 Ord June 15  
 SPENCE, JAMES, Halifax, Tailor Halifax Pet June 10 Ord June 13  
 STEER, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet June 15 Ord June 15  
 STOKES, THOMAS, Alfreton, Derbyshire, Joiner Derby Pet June 16 Ord June 16  
 STUBLEY, CHARLES HENRY, Knottingley, Yorks, Miller Wakefield Pet June 4 Ord June 11  
 SWAIN, ARTHUR, Bath, Plumber Bath Pet June 16 Ord June 16  
 THOMAS, JAMES, Maesteg, Glamorganshire, Ironmonger Cardiff Pet June 15 Ord June 15  
 WALDEN, JOSEPH BENJAMIN, New Broad st, House, City, Stock Dealer High Court Pet March 14 Ord June 15  
 WARBURTON, JOHN LEE, Hollingworth, Cheshire, Grocer Ashton under Lyne Pet June 15 Ord June 17  
 WATKINS, JOSEPH, Oldham, Draper Oldham Pet June 16 Ord June 16  
 WHITLEY, ELIZABETH JANE ROEBUCK, Huddersfield, Widow Huddersfield Pet Dec 10 Ord June 17  
 WHITLEY, JOSEPH JAMES ROEBUCK, Huddersfield, Solicitor Huddersfield Pet Dec 10 Ord June 17  
 WILSON, ROBERT, Leeds, Boot Manufacturer Leeds Pet June 15 Ord June 15  
 YATES, JOHN, Kidderminster, Grocer Kidderminster Pet June 13 Ord June 13

London Gazette.—TUESDAY, JUNE 23.

## RECEIVING ORDERS.

BAILEY, JOSEPH GEORGE, Clifton, Gardener Bristol Pet June 19 Ord June 19  
 BLEY, SETH SLATER, Liverpool, Provision Merchant Liverpool Pet June 19 Ord June 19  
 COCKROFT, CHARLES, Wingate, Durham, Draper Sunderland Pet June 4 Ord June 19  
 COLLIVER, GEORGE YEAL, Dornton rd, Balham, Builder High Court Ord June 6  
 CORFIELD, CHARLES, Much Wenlock, Salop, Builder Madeley, Shropshire Pet June 30 Ord June 20  
 ECKELSTAFF, CHARLES FREDERICK, Bristol, Ironmonger Bristol Pet June 16 Ord June 15  
 HALL, JAMES, Smeethwick, Staffordshire, Undertaker West Bromwich Pet June 19 Ord June 19  
 HARRISON, WILLIAM, Ipswich, Builder Ipswich Pet June 17 Ord June 17  
 HARTSHORNE, MARTHA, Broseley, Salop, Innkeeper Madeley Pet June 19 Ord June 19  
 HILL, A C, St Stephen's rd, Rayswater, Company Promoter High Court Pet Feb 25 Ord June 19  
 HOOPER, JOSEPH, Grange rd, Bernersley, Leather Merchant High Court Pet June 19 Ord June 21  
 HUGHES, JOHN OWEN, Dyffryn Aled, Colwyn Bay, Denbighshire, Builder Bangor Pet June 18 Ord June 18  
 JAGGER, JOE STOTT, Doncaster, Auctioneer Sheffield Pet April 28 Ord June 18  
 JENKINS, EDWARD, Bath, Contractor Bath Pet May 25 Ord June 19  
 LANE, WILLIAM HENRY, Leicester, Grocer Leicester Pet June 21 Ord June 20  
 LANGDON, HENRY WALTER STATKY, Paignton, Devon, Bootmaker East Stonehouse Pet June 15 Ord June 15  
 LANGDON, HENRY WILLIAM, High st, Sutton, Lead Merchant High Court Pet April 13 Ord June 17  
 LAWSON, QUINTIN YOUNG, Liverpool, Engineer Liverpool Pet June 20 Ord June 20  
 MICHAEL, JOHN, Llanfachraeth, Anglesey, Draper Bangor Pet June 3 Ord June 19  
 NICHOLAS, FREDERICK, Throgmorton avenue, no occupation High Court Pet May 30 Ord June 19  
 PARSONS, CHARLES STEWEN, Walton-on-Thames, Coal Merchant Kingston, Surrey Pet June 20 Ord June 29  
 PEYRES, CHARLES JAMES PHILIP, Dawlish, Devon, Grocer Exeter Pet June 18 Ord June 18  
 PIKE, CHARLES, Beckenham rd, Penge, Draper Croydon Pet June 18 Ord June 18  
 REYNOLDS, HENRY, Exeter, Builder Exeter Pet June 9 Ord June 19  
 ROBERTS, WILLIAM ROUSE BYRON, Bulth, Brecon, Lodging House Keeper Newtown Pet June 20 Ord June 20  
 RUMLEY, ALFRED GEORGE, Bristol, Cabinet Maker Bristol Pet June 19 Ord June 19  
 SEYMOUR, EDWARD HENRY, Worcester, Sewing Machine Factor Worcester Pet June 19 Ord June 19  
 SONNIVILLE, PETER, Eccles, Lancashire, Labourer Salford Pet June 20 Ord June 20  
 STEELE, ALFRED HENRY, Dover, Builder Canterbury Pet June 20 Ord June 20  
 SWAINSON, JOHN, Ardwick, Manchester, Licensed Victualler Kendal Pet June 20 Ord June 20  
 SWERTING, EDWARD, Gt James st, Bedford row, Solicitor High Court Pet May 12 Ord June 18

THURMAN, FREDERICK, Newark upon Trent, General Dealer Nottingham Pet June 10 Ord June 10  
 TOMLINSON, HENRY GEORGE SECRESON, Oswestry, Shropshire, Licensed Victualler Wrexham Pet June 18 Ord June 18  
 WALTON, INGRAM WALTER, Manchester Manchester Pet June 18 Ord June 18  
 WILSON, JOHN HENRY, Leeds, Bolt Maker Leeds Pet June 9 Ord June 19

The following amended notice is substituted for that published in the London Gazette, May 19.  
 EMERSON, ROBERT CHARLES OWEN, The Butts, Brentford, Middlesex, Lighterman Brentford Pet May 12 Ord May 12

## RECEIVING ORDER RESCINDED.

HENRY, WILLIAM, 2, Crosby sq., London, Wine Merchant High Court Ord May 15 Rescind June 19

## FIRST MEETINGS.

ACOCK, JAMES, Cheltenham, Grocer July 2 at 11.15 County Court bldgs, Cheltenham  
 ANDERSON, WILLIAM, Newmarket, Tailor July 1 at 12 Off Rec, 5, Petty Cur, Cambridge  
 ASHLING, WILLIAM TRUSTON, Manchester, Joiner June 30 at 11 Off Rec, St Peter's Church walk, Nottingham  
 AUSTIN, WILLIAM, Highfield rd., Fulham rd., out of business July 7 at 12 33, Carey st., Lincoln's inn fields  
 BELL, JAMES EDWARD, Leeds, Shopfitter's Manager July 1 at 11 Off Rec, 22, Park row, Leeds  
 BILLINGTON, JOHN, Dalton in Furness, Boot Dealer July 1 at 11.30 Off Rec, 16, Cornwallis st., Barrow in Furness  
 BILLING, JOSEPH EDWARD, Hanworth row, Hounslow, Builder July 2 at 3 Off Rec, 95, Temple chmbrs, Temple avenue  
 BLAGO, PAGE, Fitchett's crt., Noble st., Manufacturer's Agent July 3 at 1 33, Carey st., Lincoln's inn fields  
 CARVER, CHARLES, Chichester, Coal Dealer June 30 at 3 Off Rec, 4, Pavilion bldgs, Brighton  
 CHILDS, THOMAS, Littlehampton, Sussex, Stationer July 2 at 12.30 Off Rec, 21, Railway approach, London Bridge  
 COLLINS, ALFRED, Berkhamsted, Hertfordshire, Plumber June 30 at 11.30 1, St Aldate's, Oxford  
 COLLYER, EDWARD, East India Dock rd., Furniture Dealer July 7 at 2.30 33, Carey st., Lincoln's inn fields  
 COLWILL, JONATHAN, Coldorchester, Hailworth, Cornwall, Bootmaker July 3 at 12 10, Atheneum terrace, Plymouth  
 COOPER, THOMAS JOHN, Earl's Court rd., Manager July 7 at 11 33, Carey st., Lincoln's inn fields  
 COOPER, WILLIAM HEDGES, Farnborough, Hampshire, Forge Contractor July 3 at 11.30 21, Railway app, London Bridge  
 COPLAND, WILLIAM, Newcastle on Tyne, House Decorator July 1 at 11.30 Off Rec, Pink lane, Newcastle on Tyne  
 CORFIELD, CHARLES, Much Wenlock, Salop, Builder July 7 at 12.30 County Court Office, Madeley  
 CROFT, OTTAWELL, Hawkhead, Lancashire, Licensed Victualler July 4 at 11 Off Rec, 120, Elgigate, Kendal  
 DABLING, ROBERT, Scarborough, Grocer July 1 at 11.30 Off Rec, 74, Newborough st., Scarborough  
 DRAFFIS, WILLIAM (sen.), and WILLIAM DRAFFIN (jun.), Manchester, Joiners July 1 at 2.30 Off Rec, Ogden's chmbrs, Briggate st., Manchester  
 DEBUS, THOMAS WILSON, Kirkton in Lindsey, Lincolnshire, Shoemaker July 1 at 12.30 Off Rec, 15, Osborne st., Gt Grimsby  
 ECKELSTAFF, CHARLES FREDERICK, Bristol, Ironmonger July 3 at 12.30 Off Rec, Bank chmbrs, Bristol  
 FARR, WILLIAM, Clebury Mortimer, Salop, Licensed Victualler July 1 at 1.45 A 8 Thurstfield, solicitor, Kidderminster  
 GURNEY, CHARLES, Great Chapel st., Westminster, Licensed Victualler July 3 at 12 Bankruptcy bldgs, Portugal st., Lincoln's inn  
 FRAYER, WILLIAM HENRY, Kingston, Hampshire, Grocer June 30 at 3 Off Rec, Cambridge Junction, High st., Portsmouth  
 FLOWER, GEORGE ROBERT HENRY, Woodhall, Lincolnshire, Baker July 2 at 12.15 Off Rec, 31, Silver st., Lincoln  
 GREEN, JAMES, Knowle in Lees, Ashton under Lyne, Brush Manufacturer July 9 at 12.15 Townhall, Ashton under Lyne  
 HARTSHORNE, MARTHA, Broseley, Salop, Innkeeper July 7 at 12 County Court office, Madeley  
 HEYFORTH, ALFRED, Dewbury, Woollen Draper June 30 at 3 Off Rec, Bank chmbrs, Batley  
 HIBB, GEORGE, Kingston, Surrey, Tailor June 30 at 12.30 24, Railway app, London Bridge  
 HINCHET, ROBERTA, Liverpool July 2 at 3 Off Rec, 35, Victoria st., Liverpool  
 HOBELL, GEORGE HENRY, Curtain rd., Bedding Manufacturer July 3 at 2.30 35, Carey st., Lincoln's inn fields  
 HOSKINS, RICHARD, Dalton in Furness, Engineer July 1 at 12.30 Off Rec, 16, Cornwallis st., Barrow in Furness  
 HOSKINS, SARAH ANN, Beverley, Yorkshire, Milliner June 30 at 12 Off Rec, Trinity House lane, Hull  
 HUGHES, JOHN OWEN, Dyffryn Aled, Colwyn Bay, Denbighshire, Builder July 2 at 11.30 Court house, Bangor  
 JACKSON, WILLIAM, Oldham, Coal Merchant July 2 at 3 Off Rec, Priory chmbrs, Union st., Oldham  
 KENNEL, JOHN, Reading, Egg Merchant June 30 at 3 Off Rec, 95, Temple chmbrs, Temple avenue  
 KNOWLES, CHARLES HENRY, High rd., Kilburn, Tobaccoist July 2 at 1 33, Carey st., Lincoln's inn fields  
 LEWIS, JOSEPH, and JAMES TAYLOR, Leicester, Boot Manufacturers June 30 at 12 Off Rec, 34, Friar lane, Leicester  
 LOWE, FREDERICK, Long Eaton, Derbyshire, Lace Operative July 1 at 2.30 Off Rec, St James's chmbrs, Derby  
 MARTIN, FRANK, Waddow, Wiltshire, Painter July 1 at 3 Off Rec, Salisbury  
 MELLOW, WILLIAM GEORGE, Glossop, Derbyshire, Confectioner July 9 at 12.30 Townhall, Ashton under Lyne  
 MITCHELL, WILLIAM, Plymouth, Painter July 3 at 11 10, Atheneum terrace, Plymouth  
 MOORE, FREDERICK CHARLES, Gt Walsby, Essex, Plumber

June 30 at 12 Off Rec, 95, Temple chmbrs, Temple avenue, E.C.  
 MOUNTFORD, SAMUEL TOWNSEND, Worcester, Restaurant Proprietor July 3 at 3.30 Off Rec, Worcester  
 NAYLOR, JAMES DAWSON, Aldingham, nr Ulverston, Lancashire, Farmer July 1 at 10.30 Off Rec, 16, Cornwallis st., Barrow in Furness  
 OLLIS, GEORGE, Kingwood Hill, Gloucestershire, Tailor July 1 at 12.30 Off Rec, Bank chmbrs, Bristol  
 PARNELL, EDWARD WILLIAM, Chester, no occupation July 1 at 12 Off Rec, Crypt chmbrs, Chester  
 PETERS, CHARLES JAMES PHILIP, Dawlish, Devonshire, Grocer July 2 at 12 Off Rec, Bedford circus, Exeter  
 POWELL, CHARLES HENRY, Birmingham, Baker July 3 at 12 25, Colmore row, Birmingham  
 REDDING, EDWARD, Birmingham, Butcher July 3 at 11 25, Colmore row, Birmingham  
 SAVAGE, ANDREW ERNEST, Manchester, Broker July 1 at 3 Off Rec, Ogden's chmbrs, Bridge st., Manchester  
 SAVAGE, HERBERT, Yorktown, Camberley, Surrey, Stationer July 3 at 12.30 24, Railway app, London Bridge  
 SCUDAMORE, WILLIAM HUBERT, Pontypridd, Butcher July 2 at 12 Off Rec, Merthyr Tydfil  
 SINGLETON, HENRY, Tetford, Lincolnshire, Grocer July 2 at 12.30 Off Rec, 31, Silver st., Lincoln  
 SNOWDON, THOMAS JOHN, North Shields, Manufacturing Confectioner July 1 at 11.30 Off Rec, Pink lane, Newcastle on Tyne  
 STEEL, WILLIAM, Gt Grimsby, Fisherman July 1 at 10.30 Off Rec, 15, Osborne st., Gt Grimsby  
 STOKES, THOMAS, Alftr ton, Derbyshire, Joiner June 30 at 2.30 Off Rec, St James's chmbrs, Derby  
 SWAIN, ARTHUR, Bath, Plumber July 1 at 12 Off Rec, Bank chmbrs, Bristol  
 WARBURTON, JOHN LEE, Hollingworth, Cheshire, Grocer July 9 at 12.45 Townhall, Ashton-under-Lyne  
 WALKER, HENRY, Handsworth, Staffs, Engineer July 2 at 11 25, Colmore row, Birmingham  
 WARD, WALTER ANTHONY, Old st., St Luke's, Furniture Dealer July 6 at 1 33, Carey st., Lincoln's inn fields  
 WASSALL, GEORGE, Cawfield, Sussex, Brickmaker June 30 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 WATERHOUSE, JOSEPH, Oldham, Draper July 1 at 3 Off Rec, Priory chmbrs, Union st., Oldham  
 YATES, JOHN, Kidderminster, Grocer July 1 at 2 A 8 Thurstfield, solor, Kidderminster

## ADJUDICATIONS.

ANDERSON, WILLIAM, Newmarket, Tailor Cambridge Pet June 2 Ord June 18  
 BARNES, HENRY ARTHUR LINTON, Whitby, Yorks Stockton on Tees Pet Jan 31 Ord June 17  
 CLIFFORD, RICHARD CROMPTON, Bradford, Artist Bradford Pet June 15 Ord June 20  
 COFFEY, ROSA ELIZABETH, Ipswich, China Dealer Ipswich Pet May 30 Ord June 15  
 COLLINS, ALFRED, Berkhamsted, Herts, Plumber Aylesbury Pet June 10 Ord June 19  
 COOK, THOMAS, Barrow on Soar, Leics, Joiner Leicester Pet May 29 Ord June 18  
 CORFIELD, CHARLES, Much Wenlock, Salop, Builder Madeley Pet June 20 Ord June 20  
 DUTTON, MARIA, Ellesmere Port, Cheshire, Grocer Birkenhead Receiving order made under section 103, Bankruptcy Act, 1883, dated June 9 June 70  
 EGELSTAFF, CHARLES FREDERICK, Bristol, Ironmonger Bristol Pet June 16 Ord June 19  
 GRAHAM, A H E, Egerton gds High Court Pet Jan 20 Ord June 19  
 HARRISON, WILLIAM, Ipswich, Builder Ipswich Pet June 17 Ord June 17  
 HARTSHORNE, MARTHA, Broseley, Salop, Innkeeper Madeley Pet June 19 Ord June 19  
 HOOPER, JOSEPH, Grange rd., Bermondsey, Leather Merchant High Court Pet June 19 Ord June 20  
 HUGHES, JOHN OWEN, Dyffryn Aled, Colwyn Bay, Denbighshire, Builder Bangor Pet June 17 Ord June 18  
 JARVIS, EDMUND, Bitterne, Hampshire, Baker Southampton Pet May 25 Ord June 19  
 JEFFREY, SAMUEL, Wrexham, Denbighshire, out of business Wrexham Pet June 9 Ord June 18  
 KNOWLES, CHARLES HENRY, High rd., Kilburn, Tobaccoist High Court Pet June 15 Ord June 17  
 LANGDON, HENRY WALTER STAYES, Paignton, Devonshire, Bootmaker East Stonehouse Pet June 17 Ord June 18  
 MACLAREN, PETER, and WILLIAM JOHN PATTERSON, Manchester, Warehousemen Manchester Pet May 27 Ord June 19  
 MCKENZIE, ALEXANDER, Uderhill, High Barnet, Potato Salesman High Court Pet May 7 Ord June 18  
 MALCOLM, HENRY, and HERBERT MALCOLM, Essex rd., Edlington, Printers High Court Pet April 10 Ord June 18  
 MELBOURN, ALICE, Langley, nr Maidstone, Schoolmistress Maidstone Pet June 4 Ord June 19  
 OFFENHEIM, ERNEST, Albert-gate, Middlesex, Merchant High Court Pet May 11 Ord June 18  
 PARSONS, CHARLES STEPHEN, Walton on Thames, Coal Merchant Kingston, Surrey Pet June 30 Ord June 20  
 PERCY, HERBERT GEORGE, and JAMES VANE, Pentonville rd., Islington; Shepherd's place, Kennington; Little Queen st, Holborn; Tailors High Court Pet June 18 Ord June 18

PETERS, CHARLES JAMES PHILIP, Dawlish, Devonshire, Grocer Exeter Pet June 18 Ord June 18  
 PIKE, CHARLES, Beckenham rd, Penge, Draper Croydon Pet June 18 Ord June 18  
 RICHARDS, JOSEPH, Goldsmithy, St Hilary, Cornwall, Grocer Truro Pet June 5 Ord June 18  
 RIVETT, JOHN RICHARD, Calejonian rd, Retail Boot Dealer High Court Pet May 20 Ord June 20  
 ROSS, HENRY JAMES GORDON, Drapers' gds, Throgmorton avenue High Court Pet Feb 20 Ord June 18  
 RUMLEY, ALFRED GEORGE, Bristol, Cabinet Maker Bristol Pet June 19 Ord June 20  
 SAVAGE, HERBERT, Yorktown, Camberley, Surrey, Stationer Guildford Pet May 26 Ord June 18  
 SEYMOUR, EDWARD HENRY, Worcester, Sewing Machine Factory Worcester Pet June 19 Ord June 19  
 SHAW, HENRY, Roman rd, Old Ford, Ironmonger High Court Pet June 16 Ord June 20  
 SMITH, ARTHUR BENJAMIN, Cheltenham, out of business Cheltenham Pet Oct 17 Ord June 19  
 SOMERVILLE, PETER, Eccles, Lancashire, Labourer Salford Pet June 19 Ord June 20  
 SUNDERLAND, ROLAND FORSTER, Wheatley, nr Halifax, Electrical Works Manager Halifax Pet June 6 Ord June 13  
 SWAINSON, JOHN, Manchester, Licensed Victualler Kendal Pet June 12 Ord June 20  
 THURMAN, FREDERICK, Newark upon Trent, General Dealer Nottingham Pet June 19 Ord June 19  
 TOMLINSON, HENRY GEORGE SECRESON, Oswestry, Shropshire, Licensed Victualler Wrexham Pet June 18 Ord June 18  
 TRADE, JAMES J., Fairwood, Westbury, Wiltshire Frome Pet May 25 Ord June 19  
 WALTON, INGRAM WALTER, Manchester Manchester Pet June 18 Ord June 18  
 WARD, WALTER ANTHONY, Old st, St Luke's, Furniture Dealer High Court Pet April 27 Ord June 18  
 YOUNG, GEORGE THOMAS, Gray's inn rd, Holborn, Leather Seller High Court Pet June 17 Ord June 20

The following amended notice is substituted for that published in the London Gazette of May 22.  
 EMERSON, ROBERT CHARLES OWEN, The Butts, Brentford, Lighterman Brentford Pet May 12 Ord May 20

## BANKRUPTCY ANNULLED.

RIDEAL, CHARLES FREDERICK, Woburn place, Clerk High Court Adjud March 29, 1888 Annul June 17

## SALES OF ENSUING WEEK.

June 30.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Properties and Estates (see advertisement, this week, p. 553).  
 July 1.—Messrs. CHARLES & TURBS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, June 13, p. 553).  
 July 1.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Properties and Estates (see advertisement, June 6, p. 6).  
 July 1.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2 o'clock, Absolute Reversion and Corporation Leases (see advertisement, this week, p. 553; also June 20, p. 4).  
 July 2.—W. A. BLAKEMORE, Esq., at the Mart, E.C., at 12 for 1 o'clock, Absolute Reversion (see advertisement, this week, p. 553).  
 July 2.—Messrs. FULLER, HORSEY, SONS, & CASSELL, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Property (see advertisement, this week, p. 553).  
 July 2.—Messrs. C. C. & T. MOORE, at the Mart, E.C., at 2 o'clock, Leasehold and Freehold Houses (see advertisement, June 6, p. 12).  
 July 2.—Messrs. TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, June 6, pp. 6 and 7).  
 July 3.—Messrs. CHARLES & TURBS, at the Hand Hotel, Littlestone-on-Sea, Freehold Building Land (see advertisement, June 13, p. 553).  
 July 3.—Messrs. ELLIS & Son, at the Mart, E.C., at 2 o'clock, Leasehold Investments (see advertisement, this week, p. 551).

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

## PROBATE VALUATIONS

OF

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